

P97000037232

OFFICE USE ONLY (Document #)

Ed Tribble
Florida Information Associates Inc.

(Requestor's Name)

P. O. Box 11144

(Address)

Tallahassee, FL 32302 878-0188

(City, State, Zip)

(Phone #)

800002198728--6

-06/03/97--01002--008

*****70.00 *****70.00

OFFICE USE ONLY

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1. LITTLE MAN DANCE STUDIO, INC. P97000037232
(Corporation Name) (Document #)
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

- ☒ Walk in ☐ Pick up time call when ready ☐ Certified Copy
- ☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

Time and date
stamped copy
of articles

| NEW FILINGS | |
|--------------------------|-------------------|
| <input type="checkbox"/> | Profit |
| <input type="checkbox"/> | NonProfit |
| <input type="checkbox"/> | Limited Liability |
| <input type="checkbox"/> | Domestication |
| <input type="checkbox"/> | Other |

| AMENDMENTS | |
|-------------------------------------|---------------------------------------|
| <input type="checkbox"/> | Amendment |
| <input type="checkbox"/> | Resignation of R.A., Officer/Director |
| <input type="checkbox"/> | Change of Registered Agent |
| <input type="checkbox"/> | Dissolution/Withdrawal |
| <input checked="" type="checkbox"/> | Merger |

| OTHER FILINGS | |
|--------------------------|------------------|
| <input type="checkbox"/> | Annual Report |
| <input type="checkbox"/> | Fictitious Name |
| <input type="checkbox"/> | Name Reservation |

| REGISTRATION/ QUALIFICATION | |
|--------------------------------|---------------------|
| <input type="checkbox"/> | Foreign |
| <input type="checkbox"/> | Limited Partnership |
| <input type="checkbox"/> | Reinstatement |
| <input type="checkbox"/> | Trademark |
| <input type="checkbox"/> | Other |

Examiner's Initials

P97000037232

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

L.W.P. ENTERPRISES, INC., a Florida corporation S31363

INTO

LITTLE MAN DANCE STUDIO, INC., a Florida corporation, P97000037232.

File date: June 2, 1997

Corporate Specialist: Annette Hogan

**ARTICLES OF MERGER
OF
LITTLE MAN DANCE STUDIO, INC.
AND
L.W.P. ENTERPRISES, INC.**

97 JUN -2 PM 1:32
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

I, Benjamin Henry, being the Chairman of the Board of Directors of Little Man Dance Studio, Inc. ("Surviving Corporation") and the Chairman of the Board of Directors of L.W.P. Enterprises, Inc. ("LWP") hereby execute, deliver and file these Articles of Merger under, and pursuant to, the Florida Statutes as follows:

ARTICLE ONE

The two companies to be merged are the Surviving Corporation and LWP.

ARTICLE TWO

The name of the surviving corporation is **Little Man Dance Studio, Inc.**

ARTICLE THREE

A true and correct copy of the Agreement and Plan of Merger setting forth the plan of merger is attached hereto as Exhibit A (the "Plan").

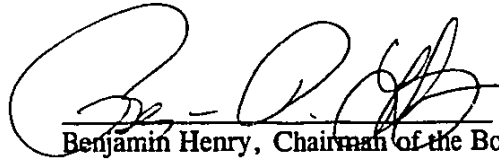
ARTICLE FOUR

The effective date of the merger shall be the later of (1) April 28, 1997 and (2) the date these Articles of Merger are filed with the Secretary of State of Florida.

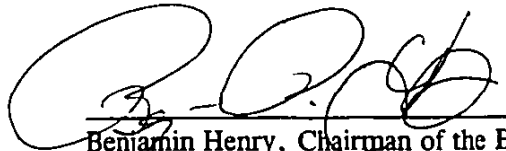
ARTICLE FIVE

The unanimous consent of the shareholders of the Surviving Corporation and LWP, which approved the merger described in the Plan, occurred on **April 28, 1997.**

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of
April, 1997.

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke.

Benjamin Henry, Chairman of the Board of
Little Man Dance Studio, Inc., the
Surviving Corporation

A large, stylized handwritten signature in black ink, identical to the one above, consisting of several loops and a long horizontal stroke.

Benjamin Henry, Chairman of the Board of
L.W.P. Enterprises, Inc.

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of April ____, 1997, by and between **L.W.P. Enterprises, Inc.**, a Florida corporation ("LWP") and **Little Man Dance Studio, Inc.**, a Florida corporation ("LMI"). LWP and LMI are sometimes herein collectively referred to as the "Constituent Corporations."

RECITALS:

WHEREAS, the Constituent Corporations desire to consolidate by means of a merger (the "Merger") of LWP with and into LMI, with LMI as the surviving corporation in such Merger, all in accordance with the provisions of this Agreement; and

WHEREAS, the respective Boards of Directors of LWP and LMI have approved this Agreement and the Merger.

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained, the parties hereto agree as follows:

ARTICLE I

THE MERGER

SECTION 1.1. The Merger. Upon the terms and subject to the conditions hereof, and in accordance with the provisions of the Florida General Corporation Law, as amended (the "FGCL"), LWP shall be merged with and into LMI as of the Effective Time (as hereinafter defined). Following the Merger, the separate existence of LWP shall cease, and LMI shall continue as the surviving corporation in the Merger (the "Surviving Corporation").

SECTION 1.2. Effect of the Merger. The Merger shall have the effects set forth in the applicable provisions of the FGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, except as otherwise provided herein, all the property, rights, privileges, powers and franchises of the Constituent Corporations shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Constituent Corporations shall become the debts, liabilities and duties of the Surviving Corporation.

SECTION 1.3. Certificate of Incorporation of the Surviving Corporation. At the Effective Time and without any further action on the part of the Constituent Corporations, the Certificate of Incorporation of LMI shall be the Certificate of Incorporation of the Surviving Corporation.

SECTION 1.4. Bylaws of the Surviving Corporation. At the Effective Time and without any further action on the part of the Constituent Corporations, the Bylaws of LMI shall be the Bylaws of the Surviving Corporation.

SECTION 1.5. Board of Directors and Officers of the Surviving Corporation. At the Effective Time, the Board of Directors of LMI shall be the Board of Directors of the Surviving Corporation.

SECTION 1.6. Effective Time of the Merger. The Constituent Corporations will cause a copy of this Agreement and such other documents as are required by the FGCL to be duly filed with the Secretary of State of the State of Florida as soon as possible. The Merger shall become effective upon the filing of such certificate of merger and such other documents as are required to be filed by the FGCL (the time of such filing being the "Effective Time").

ARTICLE II

CONVERSION OF SHARES

SECTION 2.1. Conversion of Capital Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of the holders of the capital stock of the Constituent Corporations:

(a) LMI Capital Stock. The issued and outstanding shares of common stock, par value \$.01 per share, of LMI, shall remain outstanding following the Merger.

(b) Cancellation of LWP Capital Stock. All shares of common stock, par value \$.01 per share, of LWP that are issued and outstanding shall be cancelled and no consideration shall be delivered in exchange therefor.

ARTICLE III

MISCELLANEOUS PROVISIONS

SECTION 3.1. Amendment and Modification. This Agreement may be terminated, amended, modified or supplemented by a written instrument signed by the parties hereto and, as applicable, approved by action taken by their respective Boards of Directors, at any time, but no amendment, modification or supplement shall be made which by law requires further approval by the stockholders of the Constituent Corporations without such further approval.

SECTION 3.2. Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be affected or impaired thereby.

SECTION 3.3. Parties in Interest. This Agreement shall be binding upon and inure only to the benefit of each party hereto, and, nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

SECTION 3.4. Governing Law. This Agreement shall be construed in accordance with, and governed by, the internal laws of the State of Florida applicable to contracts made and to be performed wholly within such state, and the parties hereto submit to the jurisdiction of the courts of the State of Florida in any action or proceeding arising out of or relating to this Agreement.

SECTION 3.5. Counterparts. This Agreement may be executed in one or more separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


SECTION 3.6. Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

SECTION 3.7. Entire Agreement. This Agreement is intended by the parties to be a final expression of their agreement and a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties, or undertakings in respect of the subject matter contained herein, other than those set forth or referred to herein.

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

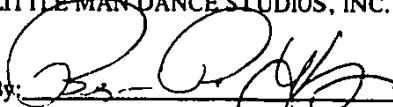
LWP

L.W.P. ENTERPRISES, INC.

By: 
Benjamin Henry, President

LMI - SURVIVING CORPORATION

LITTLE MAN DANCE STUDIOS, INC.

By: 
Benjamin Henry, President

**ARTICLES OF AMENDMENT
FOR
LITTLE MAN DANCE STUDIO, INC.**

I, Chairman of the Board of Directors of Little Man Dance Studio, Inc. (the "Corporation") do hereby adopt the following Articles of Amendment for the Corporation:

ARTICLE ONE


ARTICLE ONE OF THE ARTICLES OF INCORPORATION OF THE CORPORATION is hereby amended by changing the name of the Corporation as follows:

"The name of the Corporation is **"LITTLE MAN'S PLACE, INC."**

ARTICLE TWO

These Articles of Amendment were adopted and approved by all of the shareholders of the Corporation and by all of the directors of board of directors of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of April, 1997.

By: 
Benjamin Henry, Chairman of the Board

97 JUN -2 PM 1:41
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA