

Florida Department of State  
Division of Corporations  
Electronic Filing Cover Sheet

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To:

Division of Corporations  
Fax Number : (850) 617-6380

From:

Account Name : C T CORPORATION SYSTEM  
Account Number : FCA000000023  
Phone : (850) 222-1092  
Fax Number : (850) 878-5368

\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\*

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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MERGER OR SHARE EXCHANGE  
DeVry Educational Development Corp.

Certificate of Status	0
Certified Copy	0
Page Count	08
Estimated Charge	\$60.00

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** DeVry Educational Development Corp.  
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Nancy Maldonado

Contact Person

DeVry Inc

Firm/Company

1 Tower Lane Suite 1000  
Address

Oakbrook Terrace, IL 60181  
City, State and Zip Code

nmaldonado@devry.com

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

For further information concerning this matter, please call:

Nancy Maldonado

at ( 630 )

574-1994

Name of Contact Person

Area Code and Daytime Telephone Number

☐ **Certified copy (optional) \$30.00**

**STREET ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P. O. Box 6927  
Tallahassee, FL 32314

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**Certificate of Merger  
For  
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
DeVry Florida LLC	Florida	Limited Liability Company

L-1209

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
DeVry Educational Development Corp.	Delaware	Corporation

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated;

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State;

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

One Tower Lane

Oakbrook Terrace, IL 60181

**SEVENTH:** If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4391-608.4395, F.S.

**EIGHTH:** If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of b. 48.181, F.S., are as follows:

Street address: One Tower Lane

Oakbrook Terrace, IL 60181

Mailing address: One Tower Lane

Oakbrook Terrace, IL 60181

**NINTH: Signature(s) for Each Party:**

<b>Corporations:</b>	<b>Chairman, Vice Chairman, President or Officer:</b> (If no directors selected, signature of incorporator.)
<b>General partnerships:</b>	Signature of a general partner or authorized person.
<b>Florida Limited Partnerships:</b>	Signatures of all general partners
<b>Non-Florida Limited Partnerships:</b>	Signature of a general partner
<b>Limited Liability Companies:</b>	Signature of a member or authorized representative

**Certified Copy (optional):** **\$30.00**

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into as of June 28, 2009, by and among DeVry Educational Development Corp., a Delaware corporation ("DeVry") and DeVry Florida LLC., a Florida limited liability company ("DVF", and together with DeVry, collectively, the "Constituent Corporations").

### WITNESSETH:

WHEREAS, the Board of Directors of each of the Constituent Corporations deems it desirable and in the best interest of the parties for DVF to merge with and into DeVry (the "Merger").

NOW, THEREFORE, the parties hereby covenant and agree as follows:

### ARTICLE I THE MERGER

Section 1.1 Merger: Surviving Corporation. In accordance with and subject to the terms, provisions, and conditions of this Agreement, at the Effective Time (as defined in Section 1.2), DVF shall be merged with and into DeVry, and the corporate existence of DVF shall hereupon cease. DeVry shall survive the Merger (sometimes referred to herein as the "Surviving Corporation") and shall be governed by the laws of the State of Delaware.

Section 1.2 Effective Time. The effective time of the Merger (the "Effective Time") shall be June 28, 2009.

Section 1.3 Certificate of Incorporation: By-laws. The Certificate of Incorporation of DeVry as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation. The By-laws of DeVry as in effect immediately prior to the Effective Time shall be the By-laws the Surviving Corporation.

Section 1.4 Directors: Officers. The following persons named shall, from and after the Effective Time, be the directors and officers of the Surviving Corporation, until their respective successors shall have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Certificate of Incorporation and the By-laws of the Surviving Corporation:

Gregory S. Davis..... Secretary  
Richard M. Gunst..... Chief Financial Officer

Section 1.5 Effect of the Merger. At the Effective Time, the existence of DVF shall cease and the corporate existence and identity of DeVry, as the Surviving Corporation, shall continue under the name "DeVry Educational Development Corp.". All of the property, assets, rights, privileges, powers, franchises and immunities of each of the Constituent Corporations shall vest in the Surviving Corporation. All debts, liabilities and obligations of each of the

Constituent Corporations shall become the debts, liabilities and obligations of the Surviving Corporation. The Surviving Corporation shall therefor be responsible for all the liabilities and obligations of each of the Constituent Corporations, but the liabilities of each of the Constituent Corporations or of their stockholders, directors or officers shall not be affected, nor shall the rights of the creditors or of any persons dealing with the Constituent Corporations be impaired, by the Merger, and any claim existing or action or proceeding pending by or against the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place or the Surviving Corporation may be proceeded against or substituted in its place.

## ARTICLE 2 CONVERSION AND CANCELLATION OF SHARES

Section 2.1 Conversion and Cancellation of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder of any share of capital stock of the Constituent Corporations:

(a) each share of common stock of DeVry that is issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding, unchanged by reason of the Merger, and shall represent one share of common stock of the Surviving Corporation; and

(b) each share of capital stock of DVF that is issued and outstanding immediately prior to the Effective Time shall no longer be outstanding and shall be cancelled without consideration and shall cease to exist.

## ARTICLE 3 GENERAL

Section 3.1 Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of DVF, such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary to give effect to the transactions contemplated hereunder.

Section 3.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

Section 3.3 Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the Merger and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to such subject matter. This Agreement shall not be modified or amended other than by written agreement of the parties hereto. Captions appearing in this Agreement are for convenience only and shall not be deemed to explain, limit or amplify the provisions hereof.

Section 3.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof.

Section 3.3 Counterparts. This Agreement may be executed in counterparts (including by facsimile, photo or other electronic means), all of which shall be one and the same agreement, and shall become effective when counterparts have been signed by each of the parties and delivered to each other party. A telecopied or e-mail signature shall be deemed the same as an original and shall have the same force and effect as an original signature.

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

DEVRY FLORIDA LLC

By:   
Name: Gregory Davis  
Its: Director

DEVRY EDUCATIONAL  
DEVELOPMENT CORP.

By:   
Name: Gregory Davis  
Its: Director

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