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Merger

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CT CORPORATE

3458 Lakeshore Drive, Tallahassee, FL 32312
850-656-4724

Date: 12/6/16

ACCT: I20160000072

John [Signature]

Name:	<u>Learn Smart LLC</u>
Document #:	
Order #:	<u>10278240</u>

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Thank you!

**STATE OF FLORIDA
ARTICLES OF MERGER
OF**

LEARNSMART, LLC
a Utah limited liability company

INTO

LEARNSMART, LLC
a Florida limited liability company

2016 DEC -6 PM 10:07
FILED
CLERK

Pursuant to the applicable provisions of §605.1021 through §605.1026 of the Florida Revised Limited Liability Company Act (the "Act"), the undersigned companies adopt the following Articles of Merger:

FIRST: The name, street address, state of formation and entity type for the "Merging Entity" is as follows:

Name: LearnSmart, LLC
Registration No. 8148401-0160
Street Address: 1584 S 500 W, Suite 101, Woods Cross, UT 84010
State of Formation: Utah
Entity Type: Limited Liability Company

SECOND: The name, street address, state of formation and entity type for the "Surviving Entity" is as follows:

Name: LearnSmart, LLC
Document No. L09000005201
State of Formation: Florida
Entity Type: Limited Liability Company
Street Address: c/o Julio C. Esquivel
Shumaker, Loop & Kendrick, LLP
101 East Kennedy Boulevard, Suite 2800
Tampa, FL

THIRD: This merger was approved by each domestic merging entity that is a limited liability company, if any, in accordance with §605.1021-§605.1026 of the Act; by each other merging entity, if any, in accordance with the law of its jurisdiction of formation; and by each member of such limited liability company who, as a result of the merger, will have interest holder liability under §605.1023(1)(b) and whose approval is required.

FOURTH: The merger, including the Plan of Merger attached hereto as Exhibit A, was approved in compliance with the laws of each state under which each limited liability company is organized.

FIFTH: The Surviving Entity exists before the merger and is a domestic filing entity, the amendment, if any, to its public organic record is attached.

SIXTH: The Surviving Entity agrees to pay any members with appraisal rights the amount to which members are entitled under §605.1006 and §605.1061-605.1072 of the Act.

SEVENTH: The Effective Date of these Articles of Merger shall be 12:01 a.m. on the date of its filing (the "Effective Date").

EIGHTH: At the Effective Date, the following actions will occur in accordance with the Plan of Merger:

- a. The Merging Entity shall be merged with and into the Surviving Entity (the "Merger").
- b. The Articles of Organization of the Surviving Entity as in effect immediately prior to the Effective Date shall thereafter continue in full force and effect as the Articles of Organization of the Surviving Entity until altered or amended as provided therein or by law.
- c. The Surviving Entity owns 100% of the issued and outstanding membership interests of the Merging Entity, and therefore, as a result of the Merger, all of the issued and outstanding membership interests of the Merging Entity shall, by virtue of the Merger and without any action on the part of the Surviving Entity, be canceled simultaneously with the effectiveness of the Merger.
- d. The currently issued and outstanding membership interests of the Surviving Entity owned by its members immediately prior to the Merger shall remain as the issued and outstanding membership interests of the Surviving Entity immediately after the Merger.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of December 6, 2016.

SURVIVING ENTITY:

LearnSmart, LLC
a Florida limited liability company

By: 
James M. Gandee, Chief Executive Officer

MERGING ENTITY:

LearnSmart, LLC
a Utah limited liability company

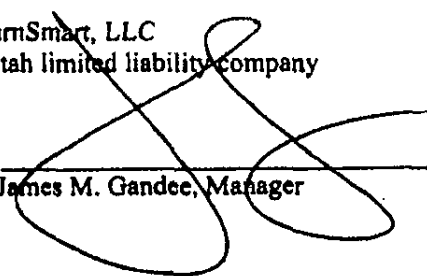
By: 
James M. Gandee, Manager

EXHIBIT A
PLAN OF MERGER

See attached Plan of Merger.

PLAN OF MERGER

THIS PLAN OF MERGER is made and entered into as of December 6, 2016, between LearnSmart, LLC, a Florida limited liability company ("Parent"), and LearnSmart, LLC, a Utah limited liability company ("Subsidiary").

WITNESSETH:

WHEREAS, on the Effective Date (as defined in Article I), Subsidiary desires to merge with and into Parent, with Parent being the surviving company (the "Merger"), and Parent's existence as a *continuing limited liability company under the laws of the State of Florida* shall not be affected in any manner by reason of the merger except as set forth herein;

WHEREAS, on the Effective Date, Parent owns 100% of the outstanding membership interests of Subsidiary; and

WHEREAS, on the Effective Date, the sole member of Parent and the sole member of Subsidiary have determined that it is advisable and in the best interests of each entity that Subsidiary be merged into Parent, on the terms and conditions set forth herein and in accordance with the applicable provisions of §48-3a-1021 through §48-3a-1026 of the Utah Revised Uniform Limited Liability Company Act (the "Utah Act") and §605.1021 through §605.1026 of the Florida Revised Limited Liability Company Act (the "Florida Act").

NOW THEREFORE, in consideration of the promises and of the mutual agreements, covenants and provisions contained herein, the parties agree as follows:

ARTICLE I THE MERGER

1. The term "Effective Date" shall mean 12:01 a.m. on December 6, 2016.
2. On the Effective Date, (a) Subsidiary shall be merged with and into Parent; (b) the separate existence of Subsidiary shall cease at the Effective Date and the existence of Parent shall continue unaffected and unimpaired by the Merger except as set forth herein; (c) Parent shall *continue and be governed by the laws of the State of Florida*; (d) all property, real, personal, tangible and intangible and mixed, of every kind, make and description, and all rights, privileges, powers and franchises, whether or not by their terms assignable, all immunities of a public and of a private nature, all debts due on whatever account and all other choses in action belonging to Subsidiary shall be taken and be deemed to be transferred to and vested in Parent and shall be thereafter as effectively the property of Parent as they were the property of Subsidiary; and (e) the title to any property, real, personal, tangible, intangible or mixed, wherever situated, and the ownership of any right or privilege vested in Subsidiary shall not revert or be lost or be adversely affected or be in any way impaired by reason of the Merger, but shall vest in Parent. Upon the Merger becoming effective, all rights of creditors and all liens upon the property of Subsidiary shall be preserved unimpaired, limited to the property affected by such liens at the time of the Merger becoming effective, and all debts, contracts, liabilities, obligations and duties of Subsidiary shall

thenceforth attach to Parent and may be enforced against it to the same extent as they had been incurred or contracted by it.

**ARTICLE II
EFFECTS OF THE MERGER**

At the Effective Date, Parent shall possess all the rights, privileges, immunities, and franchises, of both a public and private nature, of Subsidiary, and shall be responsible and liable for all liabilities and obligations of Subsidiary, all as more particularly set forth in the Utah Act and the Florida Act.

**ARTICLE III
TERMS OF THE TRANSACTION;
CONVERSION OF MEMBERSHIP INTERESTS**

On the Effective Date, Parent owns 100% of the issued and outstanding membership interests of Subsidiary, and as a result of the Merger, all of Subsidiary's issued and outstanding membership interests shall, by virtue of the Merger and without any action on the part of Parent, be canceled simultaneously with the effectiveness of the Merger.

**ARTICLE IV
APPROVAL**

This Plan of Merger was approved by the sole member of Parent and the sole member of Subsidiary.

**ARTICLE V
ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT**

The Articles of Organization and the Operating Agreement of Parent in effect immediately prior to the time the Merger becomes effective shall, upon the Merger becoming effective, be and remain the Articles of Organization and the Operating Agreement of Parent until the same shall be altered, amended or repealed.

**ARTICLE VI
MANAGERS, OFFICERS AND MEMBERS**

The officers and members of Parent immediately prior to the time the Merger becomes effective, shall, upon the Merger becoming effective, be and remain the officers and members of Parent until any of the managers' and officers' successors are elected and qualified or any member transfers such member's ownership interest in Parent, as applicable.

**ARTICLE VII
ASSIGNMENT**

If at any time Parent shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in Parent the title to any property or rights of Subsidiary, or to otherwise carry out the provisions of this Plan of Merger, the proper officers and managers of Subsidiary as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, confirm, or record the title to such property or rights in Parent.

**ARTICLE VIII
EXPENSES**

Parent shall pay all expenses of accomplishing the Merger.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Subsidiary and Parent have signed this Agreement as of the day and year first above written.

PARENT:

LearnSmart, LLC
a Florida limited liability company

By: 
James M. Gandee, Chief Executive Officer

SUBSIDIARY:

LearnSmart, LLC
a Utah limited liability company

By: 
James M. Gandee, Manager