

L10000130891

Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H12000172200 3)))



H120001722003ASCP

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

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.****

Email Address: _____

FILED
12 JUN 29 AM 8:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE QW HOLDINGS, LLC

Certificate of Status	0
Certified Copy	0
Page Count	12
Estimated Charge	\$70.00

\$50.00

C. LEWIS

JUL -2 2012

EXAMINER

Electronic Filing Menu

Corporate Filing Menu

Help

FILED

12 JUN 29 AM 8:43

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CERTIFICATE OF MERGER

MERGING

QW MERGER SUB LLC
(a Georgia Limited Liability Company)

INTO

QW HOLDINGS, LLC
(a Florida Limited Liability Company)
(Document Number L10000130891)

(Pursuant to Section 608.4382, Florida Statutes)

QW Holdings, LLC, a limited liability company organized and existing under the laws of the State of Florida (the "Company"), does hereby certify:

FIRST: Upon the Effective Time (as defined below), QW Merger Sub, a Georgia limited liability company ("Merger Sub"), shall, pursuant to the Plan of Merger, attached hereto as Exhibit A (the "Plan of Merger"), by and between the Company and Merger Sub, be merged with and into the Company (the "Merger"), with the Company being the surviving limited liability company. The constituent entities of the Merger are Merger Sub and the Company.

SECOND: The Merger shall become effective on June 29, 2012 (the "Effective Time").

THIRD: The Merger and the Plan of Merger were authorized and approved by the Company in the manner required by its articles of organization, its operating agreement, and the laws of the State of Florida. The Company's approval was effected by written consent of the sole member of the Company in accordance with Section 608.4381, Florida Statutes.

FOURTH: The Merger and the Plan of Merger were authorized and approved by Merger Sub in the manner required by its articles of organization, its operating agreement, and the laws of the State of Georgia. Merger Sub's approval was effected by written consent of the members of Merger Sub in accordance with Sections 14-11-309 and 14-11-903 of the Georgia Limited Liability Company Act.

* * * * *

DMSLIBRARY01-19143430.1

FILED

12 JUN 29 AM 8:43

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the Company has caused this Certificate of Merger to be executed and delivered by the undersigned officer of the Company as of the Effective Time.

QW HOLDINGS, LLC

By: 

Name: Stephen D. Aronson
Title: Authorized Signatory

QW MERGER SUB LLC

By: 

Name: Stephen D. Aronson
Title: Vice President

[Signature Page to Certificate of Merger]

Exhibit A
Plan of Merger

FILED

12 JUN 29 AM 8:43

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PLAN OF MERGER
OF
QW MERGER SUB LLC
WITH AND INTO
QW HOLDINGS, LLC

June 29, 2012

1. Constituent Entities; Surviving Company. The entities proposing to merge are QW Merger Sub LLC, a Georgia limited liability company ("QW Merger Sub"), and QW Holdings, LLC, a Florida limited liability company ("QW Holdings"). QW Merger Sub proposes to merge with and into QW Holdings (the "Merger"), with QW Holdings being the "Surviving Company".

2. Terms and Conditions of Merger. The Merger shall be consummated pursuant to and in accordance with this Plan of Merger, a copy of which shall be maintained at the principal places of business of QW Merger Sub and QW Holdings (the "Plan of Merger"). The Merger will become effective upon the later of (i) the filing of the Articles of Merger with the Secretary of State of the State of Georgia and (ii) the filing of the Articles of Merger with the Department of State of the State of Florida (the "Effective Time").

3. Continuation of QW Holdings. The identity, purpose, existence, rights, privileges, powers, franchises, properties, and assets of QW Holdings shall continue unaffected and unimpaired by the Merger.

4. Termination of Existence of QW Merger Sub. At the Effective Time, the separate existence of QW Merger Sub shall cease, and all rights, privileges, powers, properties and assets of QW Merger Sub shall be vested in the Surviving Company and shall be the property of the Surviving Company.

5. Organization of Surviving Company.

a. Articles. The Articles of Organization of QW Holdings as in effect immediately prior to the Merger shall be the Articles of Organization of the Surviving Company after the Effective Time.

b. Operating Agreement. The Operating Agreement of QW Holdings as in effect immediately prior to the Merger, a copy of which is attached hereto as Exhibit A, shall be the Operating Agreement of the Surviving Company after the Effective Time, until thereafter changed or amended.

c. Managers and Officers. The managers of the QW Holdings immediately prior to the Effective Time shall become the managers of the Surviving Company as of the Effective Time, and until the earlier of their respective resignations or the time that their respective successors are duly elected or appointed and qualified. The officers of QW Holdings immediately prior to the Effective Time shall become the officers of the Surviving Company

holding the same positions as held in QW Holdings by such officers, respectively, as of the Effective Time, and until the earlier of their respective resignations or the time that their respective successors are duly elected or appointed and qualified.

6. Conversion of Shares and Membership Interests.

a. QW Merger Sub Membership Interests. At the Effective Time, each ownership interest in QW Merger Sub at the Effective Time shall be converted into the right to receive one (1) ownership interest in QW Holdings.


b. QW Holdings Membership Interests. At the Effective Time, each member (or holder of membership interest) of QW Holdings outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of such member (or holder of membership interest), become a member of (or holder of membership interest in) the Surviving Company. At the Effective Time, such members (together with the members converted pursuant to the above Section 6(a)) shall constitute the only members of the Surviving Company.

FILED


12 JUN 29 AM 8:43

IN WITNESS WHEREOF, each of the parties hereto has caused this Plan of Merger to be executed on its behalf by its officers duly authorized, all as of the date first written above. SECRETARY OF STATE
TALLAHASSEE, FLORIDA

QW MERGER SUB LLC,
a Georgia limited liability company

By: 
Name: Stephen D. Aronson
Title: Vice President and Secretary

QW HOLDINGS, LLC,
a Florida limited liability company

By: 
Name: Stephen D. Aronson
Title: Authorized Signatory

[Signature Page to Plan of Merger]

Exhibit A
Operating Agreement

**SECOND AMENDED AND RESTATED
OPERATING AGREEMENT
OF
QW HOLDINGS, LLC**

This Second Amended and Restated Operating Agreement (this "Agreement") of QW Holdings, LLC, a Florida limited liability company (the "Company"), is adopted as of June 29, 2012 (the "Effective Date"), by QW Holding Corporation, a Georgia corporation, and QW Merger Sub LLC, a Georgia limited liability company, as the members of the Company (collectively, the "Members").

The Company was formed as a limited liability company under the Florida Limited Liability Company Act (the "Act"), pursuant to Articles of Organization that were filed on December 23, 2010, with the Secretary of State of Florida.

The Members are the members of the Company. This Agreement is the operating agreement of the Company. The Company shall be governed by the Act and this Agreement.

The business and affairs of the Company shall be managed by a Board of Managers (the "Board"). The Board shall have full, exclusive and complete discretion in the management and control of the affairs of the Company, shall make all decisions affecting Company affairs, and shall have all of the rights, powers, and obligations of a manager of a limited liability company organized under the Act and otherwise as provided by law.

The number of members of the Board shall be determined by the Members from time to time. Initially, the Board shall have three (3) members, who are Michael Bauer, Robert W. Chambers III and Jeffrey J. Keenan. The members of the Board may be removed by the Members at any time, with or without cause. Upon the resignation, removal, or death of Michael Bauer, Robert W. Chambers III or Jeffrey J. Keenan, the Members shall be entitled to designate such other individuals as the Members shall deem appropriate.

Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by the appropriate number of members of the Board and filed with the minutes of the proceedings of the Board.

The Board may appoint officers of the Company from time to time. Such officers shall have such power and authority to carry on the business of the Company and to execute agreements, instruments and documents as are granted by the Board from time to time. The Board may cause the Company to hire employees and to retain agents and consultants. Officers, employees, agents and consultants shall receive such compensation from the Company for acting in such capacity as may be determined by the Board.

The capital structure of the Company shall consist of one (1) class of common

membership interests denominated as Class A Units (the "Units"). The Units shall be the Company's only class of membership or other equity interests. All Units are "securities" governed by Article 8 of the Uniform Commercial Code as in effect from time to time in the State of Florida. Certificates evidencing Units (and certificates reflecting re-allocations of such Units) shall be issued by the Company. The Members may direct a new certificate to be issued in place of any certificate theretofore issued by the Company alleged to have been lost or destroyed. If a Member cannot surrender such certificate, the Company will issue a replacement certificate to the extent such Member provides adequate indemnification to the Company (with such security as the Company may require) in respect of the lost or destroyed certificate. Upon surrender to the Company or the transfer agent of the Company of a certificate representing Units duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate shall be cancelled and the transaction shall be recorded upon the books of the Company. This paragraph shall not be amended or otherwise modified without the prior written consent of the lenders (or any representative thereof) to which the Units have been pledged as collateral. Any provision to the contrary contained in this Agreement notwithstanding, the limited liability company interests issued hereunder or covered hereby may be pledged to any lender or lenders as collateral for the indebtedness, liabilities and obligations of the Company, the Members and/or any of their subsidiaries to such lender or lenders, and any such pledged limited liability company interests shall be subject to such lender's or lenders' rights under any collateral documentation governing or pertaining to such pledge. The pledge of such limited liability company interests shall not (a) result in any lender, agent or Assignee therefore becoming a "member" of the Company, except to the extent such lender, agent or Assignee has exercised its rights and remedies under the collateral documents on the liability company interests, or (b) except as otherwise provided in such collateral documentation, cause the Members to cease to be members of the Company or to have (vis a vis the lender, any agent or Assignee therefor) power to exercise any rights or powers of a member of the Company and, except as provided in such collateral documentation, such lender or lenders shall not have any liability solely as a result of such pledge. Without limiting the foregoing, the right of such lender or lenders to enforce their rights and remedies under such collateral documentation hereby is acknowledged and any such action taken in accordance therewith shall be valid and effective for all purposes under this Agreement (regardless of any restrictions herein contained) and any assignment, sale or other disposition of the limited liability company interests by such lender or lenders pursuant to any such collateral documentation in connection with the exercise of any such lender's or lenders' rights and powers shall be valid and effective for all purposes, including, without limitation, under the Act and this Agreement, to transfer all right, title and interest of the Members hereunder to itself or themselves, any other lender or any other person (each an "Assignee") in accordance with such collateral documentation and applicable law (including, without limitation, in accordance with such collateral documentation and applicable law, the rights to participate in the management of the business and the business affairs of the Company, to share profits and losses, to receive distributions and to receive allocation of income, gain, loss, deduction, credit or similar item) and such Assignee shall be a member of the Company with all rights and powers of a member. Such assignment shall not constitute an event of dissolution hereunder. Further, no lender or any such Assignee shall be liable for the obligations of such member assignor to make contributions. The Members approve all of the foregoing and the Members agree that no further

approval shall be required for the exercise of any rights or remedies under such collateral documentation. This paragraph shall not be amended or otherwise modified without the prior written consent of the lenders (or any representative thereof) to which the Units have been pledged as collateral.

* * * * *

IN WITNESS WHEREOF, the Members have duly executed this Agreement as of the Effective Date,

MEMBERS:

QW HOLDING CORPORATION

By: 

Name: Stephen D. Aronson
Title: Authorized Signatory

QW MERGER SUB LLC

By: 

Name: Stephen D. Aronson
Title: Authorized Signatory

(Signature Page to Second Amended and Restated Operating Agreement of QW Holdings, LLC)