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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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☐ WAIT

☐ MAIL

(Business Entity Name)

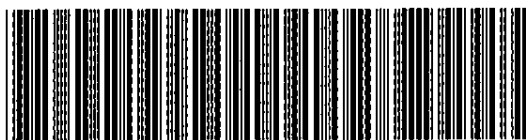
(Document Number)

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EXAMINER



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DIVISION OF CORPORATIONS  
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CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 885603 4306193

AUTHORIZATION

COST LIMIT : \$ 105.00

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
11 AUG 19 11 PM 1:34

ORDER DATE : August 19, 2011

ORDER TIME : 2:38 PM

ORDER NO. : 885603-015

CUSTOMER NO: 4306193

ARTICLES OF MERGER

\* FILE SECOND

NBP SCHOOLS, LLC

INTO

NORTH BROWARD PREPARATORY  
SCHOOLS, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
       PLAIN STAMPED COPY

CONTACT PERSON: Troy Todd

EXAMINER'S INITIALS: \_\_\_\_\_

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** North Broward Preparatory Schools, LLC  
(Name of Surviving Party)

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

Please return all correspondence concerning this matter to:

Mary Jane Miller  
(Contact Person)

Meritas, LLC  
(Firm/Company)

630 Dundee Road, Suite 400  
(Address)

Northbrook, IL 60062  
(City, State and Zip Code)

For further information concerning this matter, please call:

Suzanne Hoffman at ( 312 ) 902-8306  
(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 6327  
Tallahassee, FL 32314

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11 AUG 19 PM 1:34

**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>
North Broward Preparatory Schools, L.C.	Florida	LLC
NBP Schools, LLC	Delaware	LLC

**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>
North Broward Preparatory Schools, LLC	Florida	LLC

**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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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.608.4351-608.43595, 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 s. 48.181, F.S., are as follows:

Street address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

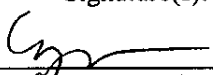
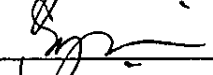

Mailing address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

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

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
North Broward Preparatory Schools, LLC		Mary Jane Miller
North Broward Preparatory Schools, L.C.		Mary Jane Miller
NBP Schools, LLC		Mary Jane Miller

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

**Fees:**

For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

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

**PLAN OF MERGER**

**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>
North Broward Preparatory Schools, L.C.	Florida	LLC
NBP Schools, LLC	Delaware	LLC

**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>
North Broward Preparatory Schools, LLC	Florida	LLC

**THIRD:** The terms and conditions of the merger are as follows:

Please see attached Agreement and Plan of Merger.

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\_\_\_\_\_

\_\_\_\_\_

*(Attach additional sheet if necessary)*

**FOURTH:**

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

Please see attached Agreement and Plan of Merger.

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*(Attach additional sheet if necessary)*

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

Please see attached Agreement and Plan of Merger.

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*(Attach additional sheet if necessary)*



**FIFTH:** Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

Please see attached Agreement and Plan of Merger.

*(Attach additional sheet if necessary)*

**SIXTH:** Other provisions, if any, relating to the merger are as follows:

Please see attached Agreement and Plan of Merger.

*(Attach additional sheet if necessary)*

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**ATTACHMENT A**

Agreement and Plan of Merger

(See attached)

## **AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger (this "**Plan**") is made as of August 19, 2011 by and among North Broward Preparatory Schools, LLC, a Florida limited liability company f/k/a North Broward Preparatory Schools, Ltd. (the "**Surviving Company**"), NBP Schools, LLC, a Delaware limited liability company ("**NBP**"), and North Broward Preparatory Schools, L.C., a Florida limited liability company ("**North Broward**", and together with the Surviving Company and NBP, sometimes referred to as the "**Constituent Companies**").

### **RECITALS:**

A. The merger is intended to qualify as a non-taxable event under the Internal Revenue Code of 1986, as amended.

B. In connection with Meritas Schools Holdings, LLC, a Delaware limited liability company ("**Parent**"), entering into certain lending arrangements, Parent desires to undertake the transactions contemplated herein.

C. Parent is the sole member of NBP. In turn, NBP is the sole member of the Surviving Company and North Broward. In order to consolidate the company structure, Parent and each of the Constituent Companies have determined that it is advisable and in the best interests of each of the Constituent Companies that NBP and North Broward (together, the "**Consolidating Companies**") should be merged with and into the Surviving Company on the terms and conditions hereinafter set forth.

### **AGREEMENT:**

In consideration of the mutual covenants and agreements herein contained, the parties hereby agree as follows:

#### **ARTICLE I**

1.1 On the Effective Date (as defined in Section 1.2), the Consolidating Companies shall be merged with and into the Surviving Company (the "**Merger**"). Upon effectiveness of the Merger, the separate existence of each of the Consolidating Companies shall cease and the Surviving Company shall continue unaffected and unimpaired by the Merger, with all the rights, privileges, immunities and powers and subject to all the duties and liabilities of a limited liability company organized under the Florida Limited Liability Company Act ("**Florida LLC Act**").

1.2 The Merger shall become effective upon filing of a Certificate of Merger with the Secretary of State of Florida and the Secretary of State of Delaware ("**Effective Date**").

#### **ARTICLE II**

2.1 The Articles of Organization of the Surviving Company in effect prior to the Effective Date shall continue to be its Articles of Organization until the same shall be altered or amended.

2.2 The Operating Agreement of the Surviving Company in effect immediately prior to the Effective Date shall continue to be its Operating Agreement until the same shall be altered or amended.

### ARTICLE III

3.1 Immediately upon the Effective Date, with respect to the legal effect of the Merger, all the real and personal property, rights and interest, privileges, franchises, patents, trade secrets and confidential information, trademarks, licenses, registrations and all other legal rights and assets of every kind and description of each of the Consolidating Companies, whether tangible or intangible, shall be automatically transferred to, vested in and devolve upon the Surviving Company without further act or deed; and all property, rights and every other interest of the Surviving Company and each of the Consolidating Companies shall be effectively the property of the Surviving Company as they theretofore were of the Surviving Company and each of the Consolidating Companies, respectively. Each of the Consolidating Companies hereby agrees from time to time as and when requested by the Surviving Company or by its successors or assigns to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further actions as the Surviving Company may deem necessary or desirable in order to vest in and confirm to the Surviving Company, title to and possession of any and all property of any and all of the Consolidating Companies and otherwise to carry out all the intents and purposes hereof.

3.2 Immediately upon the Effective Date, without limiting the force and effect of any applicable provisions of the Florida LLC Act with respect to the legal effect of the Merger, all of the contracts and agreements to which any of the Consolidating Companies are a party shall be automatically assumed by the Surviving Company.

3.3 The Surviving Company shall be responsible and liable for all liabilities and obligations of each of the Constituent Companies. Any claim existing or action or proceeding pending by or against any of the Constituent Companies may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Company may be substituted in the place of any of the Consolidating Companies, and neither the rights of creditors nor any liens upon the property of any of the Constituent Companies shall be impaired by the Merger. The Surviving Company shall execute and deliver any and all documents which may be required for it to assume or otherwise comply with outstanding obligations of any and all of the Consolidating Companies.

### ARTICLE IV

The manner and basis of converting the membership interests of the Consolidating Companies into limited liability company interests of the Surviving Company shall be as follows:

At the effective time of the Merger, all of the equity interests of NBP, which are held by Parent, shall be converted into 100% of the equity interests of the Surviving Company, which shall constitute all of the issued and outstanding equity interests of the Surviving Company. All

of the equity interests of (i) North Broward and (ii) the Surviving Company that are outstanding immediately prior to the Merger, shall be cancelled and no further consideration shall be given therefore.

#### **ARTICLE V**

The Surviving Company shall pay all expenses incurred in connection with the Merger.

#### **ARTICLE VI**

Each of the Constituent Companies shall take or cause to be taken all actions or do or cause to be done all things necessary, proper or advisable under the laws of the State of Florida and the State of Delaware to consummate and make effective the Merger.

#### **ARTICLE VII**

This Plan shall be binding upon and inure to the benefit of all of the parties hereto and their respective successors in interest.

#### **ARTICLE VIII**

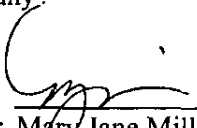
Notwithstanding anything herein to the contrary, this Plan may be terminated and abandoned by the members of any of the Constituent Companies at any time prior to the date of filing the required Certificate of Merger.

This Plan may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Plan, any and all agreements and instruments executed and delivered in accordance herewith, along with any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or email delivery of a .pdf, .tiff, JPEG or similar file or other electronic transmission, shall be treated in all manner and respects and for all purposes as an original signature, agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

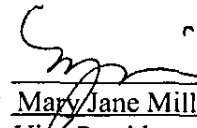
**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement and Plan of Merger on and as of the date first written above.

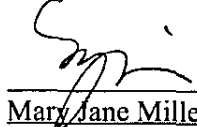
**NORTH BROWARD PREPARATORY  
SCHOOLS, LLC**, a Florida limited liability  
company.

By:   
Name: Mary Jane Miller  
Title: Vice President and Secretary

**NBP SCHOOLS, LLC**, a Delaware limited  
liability company

By:   
Name: Mary Jane Miller  
Title: Vice President and Secretary

**NORTH BROWARD PREPARATORY  
SCHOOLS, L.C.**, a Florida limited liability  
company

By:   
Name: Mary Jane Miller  
Title: Vice President and Secretary