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CORPORATION SERVICE COMPANY  
1201 Hays Street  
Tallahassee, FL 32301  
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 357722 4304937

AUTHORIZATION :

COST LIMIT : \$50.00

ORDER DATE : November 4, 2016

ORDER TIME : 3:50 PM

ORDER NO. : 357722-005

CUSTOMER NO: 4304937

ARTICLES OF MERGER

PRIME ACQUISITION SUB, LLC

INTO

PRIME EDUCATION, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_ CERTIFIED COPY  
XX \_\_\_\_\_ PLAIN STAMPED COPY

CONTACT PERSON: Courtney Williams

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

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**ARTICLES OF MERGER  
FOR  
FLORIDA LIMITED LIABILITY COMPANY**

The following articles of merger (the "Articles of Merger") are being submitted to merge the following Florida limited liabilities companies, in accordance with Sections 605.1022 and 605.1025 of the Florida Revised Limited Liability Company Act (the "Act").

**FIRST: THE MERGING PARTY**

The exact name, jurisdiction, and entity type of the merging party (the "Merging Entity") are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
PRIME ACQUISITION SUB, LLC	Florida	limited liability company
Document Number: L16000196550		

**SECOND: THE SURVIVING PARTY**

The exact name, jurisdiction, and entity type of the surviving party (the "Surviving Entity") are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
PRIME EDUCATION, LLC	Florida	limited liability company
Document Number: L16000200752		

**THIRD:** The Plan of Merger, attached hereto as Exhibit A, meets the requirements of Section 605.1022 of the Act, and was approved by the Surviving Entity and the Merging Entity, in accordance with the applicable provisions of Chapter 605 of the Act.

**FOURTH:** The merger was approved by each domestic merging entity that is a limited liability company in accordance with Sections 605.1021-605.1026 of the Act; and by each member of such limited liability company who as a result of the merger will have interest holder liability under Section 605.1023(1)(b) of the Act.

**FIFTH:** The Surviving Entity has agreed to pay to any members of any limited liability company with appraisal rights the amount to which such members are entitled under the provisions of Sections 605.1006 and 605.1061 to 605.1072 of the Act.

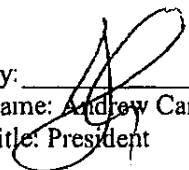
\* \* \* \* \*

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of the 4<sup>th</sup> day of November, 2016.

**MERGING ENTITY:**

PRIME ACQUISITION SUB, LLC, a Florida limited liability company

By DW Prime Holdings, Inc., its Sole Member

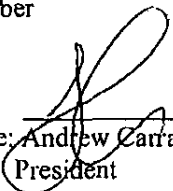
By:   
Name: Andrew Carragher  
Title: President

**SURVIVING ENTITY:**

PRIME EDUCATION, LLC, a Florida limited liability company

By PRIME ACQUISITION SUB, LLC, a Florida limited liability company, its Sole Member

By DW Prime Holdings, Inc., its Sole Member

By:   
Name: Andrew Carragher  
Title: President

**EXHIBIT A**  
**PLAN OF MERGER**  
(attached)

## **PLAN OF MERGER**

THIS PLAN OF MERGER (this "Plan") is executed, adopted and approved as of November 4, 2016 by and between PRIME ACQUISITION SUB, LLC, a Florida limited liability company (the "Merging Entity"), and PRIME EDUCATION, LLC, a Florida limited liability company (the "Surviving Entity").

WHEREAS, the Merging Entity and its sole member and the Surviving Entity and its sole member have determined that it is advisable and in the best interests of each such entity and its respective members that the Merging Entity be merged with and into the Surviving Entity on the terms and subject to the conditions set forth herein (the "Merger").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **ARTICLE I**

#### **The Merger**

At the Effective Time (as defined in Article VI hereof), the Merging Entity shall be merged with and into the Surviving Entity in accordance with the Florida Revised Limited Liability Company Act, as amended, and the separate existence of the Merging Entity shall cease and the Surviving Entity shall thereafter continue as the surviving entity under the laws of the State of Florida.

### **ARTICLE II**

#### **The Surviving Entity**

At the Effective Time, the Articles of Organization of the Surviving Entity, as in effect immediately prior to the Effective Time (the "Articles of Organization"), shall be amended and restated as set forth on Annex A attached hereto.

At the Effective Time, the Operating Agreement of the Surviving Entity (the "Operating Agreement"), as in effect immediately prior to the Effective Time, shall continue to be the Operating Agreement of the Surviving Entity after the Effective Time, until thereafter altered, amended or repealed in accordance with applicable laws, the Articles of Organization and the Operating Agreement; provided that all references in the Operating Agreement to "Primeco Holdings, Inc." shall be deleted and replaced with "DW Prime Holdings, Inc." at the Effective Time.

### **ARTICLE III**

#### **Manner and Basis of Converting Membership Interests**

At the Effective Time, (i) all of the outstanding membership interests of the Surviving Entity shall be surrendered and canceled without payment of any consideration in respect thereof, and (ii) all of the outstanding membership interests of the Merging Entity issued and outstanding immediately prior to the Effective Time shall be automatically converted into the membership interests of the Surviving Entity such that the sole member of the Merging Entity

immediately prior to the Effective Time shall at the Effective Time become the sole member of the Surviving Entity.

#### **ARTICLE IV**

##### **Approval**

The Merger contemplated by this Plan has previously been submitted to and unanimously approved by the Merging Entity and the Surviving Entity and their respective sole members.

#### **ARTICLE V**

##### **Effect of Merger**

At the Effective Time, all property, rights, privileges, powers and franchises of the Merging Entity shall vest in the Surviving Entity, and all liabilities and obligations of the Merging Entity shall become liabilities and obligations of the Surviving Entity.

#### **ARTICLE VI**

##### **Effective Time**

As used in this Plan, the term "Effective Time" shall mean the date on which the Articles of Merger are filed with Florida Department of State.

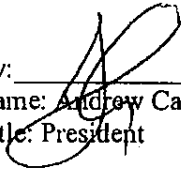
*[Signatures on following page]*

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of the 4<sup>th</sup> day of November, 2016.

**MERGING ENTITY:**

PRIME ACQUISITION SUB, LLC, a Florida limited liability company

By DW Prime Holdings, Inc., its Sole Member

By:   
Name: Andrew Carragher  
Title: President

**SURVIVING ENTITY:**

PRIME EDUCATION, LLC, a Florida limited liability company

By PRIME ACQUISITION SUB, LLC, a Florida limited liability company, its Sole Member

By DW Prime Holdings, Inc., its Sole Member

By:   
Name: Andrew Carragher  
Title: President