

PO70000 17468

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

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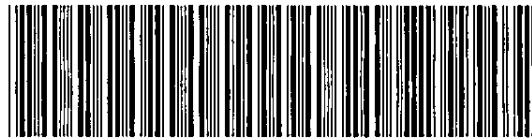
(Business Entity Name)

(Document Number)

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DEPARTMENT OF STATE  
14 MAR 21 09 41:21

FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
14 MAR 21 PM 3:02

*Merge*

MAR 24 2014

T. CARTER



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 066332 4320140

AUTHORIZATION :

*[Handwritten signature]*

COST LIMIT : \$ 105.00

ORDER DATE : March 21, 2014

ORDER TIME : 2:39 PM

ORDER NO. : 066332-010

CUSTOMER NO: 4320140

ARTICLES OF MERGER

CA MONTESSORI CHILDREN'S  
CENTER, INC.

INTO

CA REAL ESTATE, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

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

CONTACT PERSON: Susie Knight

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

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** CA Real Estate, Inc.

\_\_\_\_\_  
Name of Surviving Party

Please return all correspondence concerning this matter to:

David Nickelsen

\_\_\_\_\_  
Contact Person

Corporation Service Company

\_\_\_\_\_  
Firm/Company

2711 Centerville Road, Suite 400,

\_\_\_\_\_  
Address

Wilmington, DE 19808

\_\_\_\_\_  
City, State and Zip Code

dnickels@cscinfo.com

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

For further information concerning this matter, please call:

David Nickelsen

at ( 800 )

927-9801x52066

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

**STREET ADDRESS:**

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

**MAILING ADDRESS:**

Amendment Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

**Articles of Merger  
For  
Florida Profit or Non-Profit Corporation**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, 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> |
|---------------------------------------|---------------------|-------------------------|
| CA Montessori Children's Center, Inc. | Florida             | Corporation             |
| CA Real Estate, Inc.                  | Delaware            | Corporation             |
|                                       |                     |                         |
|                                       |                     |                         |

**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> |
|----------------------|---------------------|-------------------------|
| CA Real Estate, Inc. | 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.

FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
14 MAR 21 PM 3:02

**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:

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**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:

2711 Centerville Road, Suite 400, Wilmington, DE 19808

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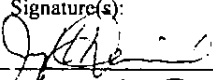
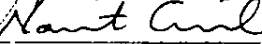
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**SEVENTH:** If the surviving party is an out-of-state entity, the surviving entity:

- a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.
- b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

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

| Name of Entity/Organization:          | Signature(s):   | Typed or Printed<br>Name of Individual: |
|---------------------------------------|---|---|
| CA Montessori Children's Center, Inc. |  | Jay H. Diamond, VP                      |
| CA Real Estate, Inc.                  |  | Navneet Govil, Pres.                    |

|                                   |  |
|-----------------------------------|--|
| Corporations:                     | Chairman, Vice Chairman, President or Officer<br><i>(If no directors selected, signature of incorporator.)</i> |
| 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:** \$35.00 Per Party

**Certified Copy (optional):** \$8.75

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into by and between CA Real Estate, Inc., a Delaware corporation (the "Corporation"), and CA Montessori Children's Center, Inc., a Florida corporation (the "Target"), as of March 18, 2014. In consideration of the mutual promises and covenants contained in this Agreement, the parties hereto agree as follows:

### WITNESSETH:

WHEREAS, CA, Inc. owns all of the outstanding shares of the Corporation and owns all of the outstanding shares of the Target; and

WHEREAS, the Board of Directors of the Corporation, and the Board of Directors and stockholder of the Target deem it advisable and in the best interest of each corporation and its respective stockholders that the Corporation and the Target engage in a business combination in order to advance the long-term strategic business interests of the Corporation and the Target;

WHEREAS, the combination of the Corporation and the Target shall be effected by the terms of this Agreement through a merger as outlined below (the "Merger");

WHEREAS, in furtherance thereof, the Boards of Directors of the Corporation and the Target and the stockholder of the Target have approved the Merger, upon the terms and subject to the conditions set forth in this Agreement, pursuant to which each unit of stock in the Target immediately prior to the Effective Time (as defined in Section 2.1) shall be cancelled, as set forth in Section 2.3.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement, and intending to be legally bound hereby, the parties agree as follows:

### ARTICLE 1

#### Definitions

When used in this Agreement the following terms shall have the following meanings, respectively:

- 1.1 "Agreement" shall have the meaning set forth in the Preamble.
- 1.2 "Corporation" shall mean CA Real Estate, Inc.
- 1.3 "DGCL" shall mean the Delaware General Corporation Law as currently in effect on the date of this Agreement, and as the same shall be amended from time to time.
- 1.4 "Effective Time" shall mean the date and time when the Merger shall have become effective, in accordance with section 2.1 hereof.

1.5 "Merger" shall mean the merger of the Target with and into the Corporation, in accordance with the applicable provisions of the DGCL.

1.6 "Surviving Entity" shall have the meaning set forth in section 2.1(b).

1.7 "Target" shall mean CA Montessorri Children's Center, Inc.

## ARTICLE 2

### Merger

2.1 Surviving Entity. Upon the time of filing (the **"Effective Time"**) of a Certificate of Merger with the Secretary of State of the State of Delaware:

(a) The Target shall be merged with and into the Corporation (the **"Merger"**) in accordance with section 264(c) of the Delaware General Corporation Law (the **"DGCL"**);

(b) The Corporation shall be the surviving entity of the Merger (hereinafter sometimes called the **"Surviving Entity"**);

(c) The identity, existence, rights, privileges, powers, franchises, properties and assets of the Target shall continue unaffected and unimpaired by the Merger and shall be vested in the Surviving Entity; and

(d) The identity and separate existence of the Target shall cease and all of the rights, privileges, powers, franchises, properties and assets of the Target shall be vested in the Surviving Entity; and

(e) The Merger shall become effective at the later of (a) the time when the Certificate of Merger has been filed with the Secretary of State of the State of Delaware in accordance with Section 2.1 hereof and (b) March 21, 2014 at 11:59 p.m. Eastern Standard Time.

2.2 Bylaws, Directors and Officers. From and after the Effective Time, until amended as provided by law and Certificate of Incorporation of the Corporation, the Bylaws, as amended, of the Corporation shall be the Bylaws of the Surviving Entity. The Directors and Officers of the Corporation immediately prior to the Effective Time shall be the Directors and Officers of the Surviving Entity as of the Effective Time.

2.3 Ownership Conversion. At the Effective Time each unit of stock of the Target outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any additional action on the part of the Corporation or the Target, no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist.



ARTICLE 3

Miscellaneous

3.1 Condition to the Merger. The Merger shall have been duly authorized by both the Corporation and the Target prior to the filing of the Certificate of Merger with the Secretary of State of the State of Delaware effecting the Merger.

3.2 Termination. Notwithstanding anything herein or elsewhere to the contrary, this Agreement may be terminated and abandoned at any time before the Effective Time, whether before or after adoption and approval of this Agreement, by the vote of either the Board of Directors of the Corporation or the Board of Directors of the Target. In the event of such termination and abandonment, this Agreement shall forthwith become void and neither party nor its respective officers, directors, managers, member or stockholders shall have any liability hereunder.

3.3 Counterparts. This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

3.4 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, excluding any choice of Law rules that may direct the application of the Laws of another jurisdiction.

IN WITNESS WHEREOF, the Corporation and the Target have caused this Agreement and Plan of Merger to be signed by their respective officers thereunto duly authorized as of the date first written above.

**CA Real Estate, Inc.**

By: Navneet Govil

Name: Navneet Govil

Its: President

**CA Montessori Children's Center, Inc.**

By: Jay H. Diamond

Name: Jay H. Diamond

Its: Vice President