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**Elaine N. Walker, Secretary of State**

Received and Filed:

7/1/2011 11:26 AM

Fee Receipt: \$50.00

**ARTICLES OF MERGER**

of

**IMG COMMUNICATIONS, INC.**

with and into

**IMG COLLEGE, LLC**

IMG COLLEGE, LLC, a Delaware limited liability company (“IMG College”) and IMG COMMUNICATIONS, INC., a Kentucky corporation (“IMG Communications”) (IMG College and IMG Communications are hereinafter referred to collectively as “Constituent Corporations”) hereby testify for purposes of merging IMG Communications into IMG College pursuant to Section 271B.11-050 of the Kentucky Revised Statutes and the Delaware Limited Liability Company Act that:

**ONE**

**(PLAN OF MERGER)**

An Agreement and Plan of Merger, dated July 1, 2011, by and between Constituent Corporations (the “Plan”), attached hereto and incorporated herein as Exhibit A, has been approved, adopted and executed by IMG Communications in accordance with Section 271B.11-050 of the Kentucky Revised Statutes and by IMG College in accordance with the Delaware Limited Liability Company Act.

**TWO**

**(NAME OF SURVIVING ENTITY)**

The name of the surviving entity is IMG College, LLC.

**THREE**

**(CERTIFICATE OF FORMATION OF THE SURVIVING ENTITY)**

The Certificate of Formation of IMG College, LLC as in effect on the date hereof shall be the Certificate of Formation of the surviving entity until further amended or changed as provided by law. IMG College shall be a Delaware limited liability company.

**FOUR**

**(ADOPTION OF PLAN BY IMG COMMUNICATIONS, INC.)**

The Plan was adopted and approved by the Board of Directors of IMG Communications. The Plan was also approved by IMG Worldwide, Inc. (“IMG Worldwide”), the sole shareholder of IMG Communications. IMG Worldwide owns 100 shares of common stock in IMG

Communications, and voted all such shares in favor of the Plan. There are no other shareholders of IMG Communications.

FIVE

(ADOPTION OF PLAN BY IMG COLLEGE)

The Plan was adopted and approved by the sole member of IMG College.

SIX

(APPOINTMENT OF AGENT FOR IMG COMMUNICATIONS)

IMG College hereby irrevocably appoints the Kentucky Secretary of State as its agent to be served with process in the State of Kentucky in any proceeding for the enforcement of any obligation of IMG Communications as well as for enforcement of any obligation of the surviving entity arising from the merger. IMG College agrees that it may be served with process in Kentucky in any proceeding for the enforcement of any obligation of IMG Communications as well as for enforcement of any obligation of the surviving entity arising from the merger.

SEVEN

(EFFECTIVE DATE)

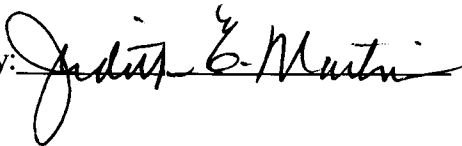
The merger of the Constituent Corporations shall be effective as of July 1, 2011.

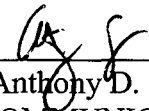
IN WITNESS WHEREOF, the Constituent Corporations have caused these articles to be executed on this 1st day of July, 2011.

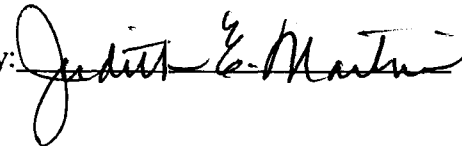
ATTEST:

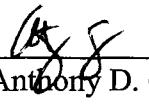
“IMG COLLEGE”

IMG COLLEGE, LLC

By: 

By:   
Anthony D. Crispino, SVP  
“IMG COMMUNICATIONS”  
IMG COMMUNICATIONS, INC.

By: 

By:   
Anthony D. Crispino, SVP

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (“Agreement”) is entered into, as of this 30th day of July 1, 2011, by and between IMG College, LLC, a Delaware limited liability company (“Parent”) and IMG Communications, Inc., a Kentucky corporation (“Subsidiary”).

WHEREAS, the sole member of Parent and Board of Directors of Subsidiary have declared it advisable and in the best interest of the entities and their respective members to merge Subsidiary with and into Parent pursuant to the provisions of the Limited Liability Company Act of the State of Delaware (the “Delaware LLC Act”) and the Kentucky Business Corporation Act (“KBCA”) upon the terms and conditions set forth below.

NOW THEREFORE, for and in consideration of the premises and of the mutual promises and conditions herein contained, the parties do hereby agree as follows:

1. Merger. Subsidiary shall, pursuant to the provisions of the Delaware LLC Act and the KBCA, be merged with and into Parent, which shall be the surviving entity from and after the date the Certificate of Merger is filed with the Secretary of State of the State of Delaware (the “Effective Time”), and which shall continue to exist under the name of IMG College, LLC, a Delaware limited liability company (the “Surviving Entity”). The separate existence of Subsidiary shall cease as of the Effective Time in accordance with the provisions of the Delaware LLC Act and the KBCA.

2. Certificate of Formation. The Certificate of Formation of the Parent shall continue to be the Certificate of Formation of the Surviving Entity and such Certificate of Formation shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the Delaware LLC Act.

3. Operating Agreement. The present Operating Agreement of Parent shall be the Operating Agreement of the Surviving Entity and such Operating Agreement shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the Delaware LLC Act.

4. Officers. The present officers of Parent shall be the officers of the Surviving Entity at the Effective Time, all of whom shall hold their offices until the election and qualification of their respective successors or until their earlier removal, resignation or death in accordance with the Operating Agreement of the Surviving Entity.

5. Exchange of Capital Stock. At the Effective Time, each issued and outstanding share of common stock of Subsidiary shall not be converted into any membership interests in the Surviving Entity and shall be canceled. At the Effective Time, each issued and outstanding membership interest in Parent shall not be converted or exchanged in any manner, but as of the Effective Time shall constitute one membership interest of the Surviving Entity.

6. Execution, Filing and Recordation. Parent and Subsidiary agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws

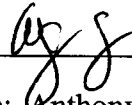
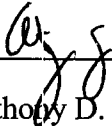
of their respective states of incorporation, and that they will cause to performed all actions required to effectuate the merger herein provided for.

7. Termination. This Agreement may be terminated at any time prior to filing thereof with the Secretary of State of Delaware upon the vote of the equity holders of either Parent or Subsidiary. In the event of such termination, this Agreement shall forthwith become void and neither party, nor any of their respective directors, officers or employees shall have any liability hereunder.

IN WITNESS WHEREOF, Parent and Subsidiary have executed this Agreement as of the date and year first set forth above.

IMG COLLEGE, LLC

IMG COMMUNICATIONS, INC.



\_\_\_\_\_  
Name: Anthony D. Crispino

\_\_\_\_\_  
Name: Anthony D. Crispino

Title: Senior Vice President

Title: Senior Vice President