

Delaware

The First State

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I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"THE LEARNING HOUSE, INCORPORATED", A KENTUCKY CORPORATION, WITH AND INTO "WILEY EDU, LLC" UNDER THE NAME OF "WILEY EDU, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF APRIL, A.D. 2019, AT 3:29 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTIETH DAY OF APRIL, A.D. 2019 AT 11:55 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

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SR# 20192972090

Authentication: 202702964
Date: 04-24-19

STATE OF KENTUCKY

ARTICLES OF MERGER

MERGING

THE LEARNING HOUSE, INCORPORATED
(a Kentucky corporation)

WITH AND INTO

Wiley Edu, LLC
(a Delaware limited liability company)

Pursuant to Sections 271B.11-050 and 271B.11-080 of the Kentucky Revised Statutes ("KRS"), The Learning House, Inc., a Kentucky corporation, hereby adopts and delivers the following Articles of Merger:

1. The names and jurisdictions of formation of the constituent business entities which are to merge are:


<u>Name</u>	<u>Jurisdiction</u>
The Learning House, Incorporated	Kentucky
Wiley Edu, LLC	Delaware

2. The surviving corporation is: Wiley Edu, LLC, a Delaware limited liability company.
3. The Agreement and Plan of Merger (the "Plan") pursuant to which The Learning House, Incorporated, a Kentucky corporation, will merge with and into, Wiley Edu, LLC, a Delaware limited liability company, is attached hereto as Exhibit A and made a part hereof.
4. Pursuant to the Plan, the Effective Time of the Merger shall be on April 30, 2019 at 11:55 p.m. ET.
5. The Plan was duly authorized and approved by Wiley Edu, LLC and The Learning House, Incorporated in accordance with KRS 271B.11-030 and the relevant

provisions in the Delaware Limited Liability Company Act, which permit such merger.

IN WITNESS WHEREOF, the undersigned entity has caused these Articles of Merger to be executed by a duly authorized officer on April 18, 2019.

THE LEARNING HOUSE, INCORPORATED


By:
Name: Joanna Jia
Title: Secretary

FRANKLIN COUNTY
A135 PG817

Exhibit A

AGREEMENT AND PLAN OF MERGER

See attached.

STATE OF KENTUCKY

AGREEMENT AND PLAN OF MERGER

MERGING

THE LEARNING HOUSE, INCORPORATED
(a Kentucky corporation)

WITH AND INTO

Wiley Edu, LLC
(a Delaware limited liability company)

This AGREEMENT AND PLAN OF MERGER (the "Plan"), is entered into on April 17, 2019, by and between (i) The Learning House, Incorporated, a Kentucky corporation ("TLH"), and (ii) Wiley Edu, LLC, a Delaware limited liability company ("WES").

WHEREAS, TLH and WES are affiliates and both are wholly owned subsidiaries of John Wiley & Sons, Inc., a New York corporation;

WHEREAS, each of the Board of Directors and sole shareholder of TLH and the sole member of WES have determined that it is in the best interest of each of WES and TLH to enter into this Plan, pursuant to which TLH would be merged with and into WES; and

WHEREAS, each of the Board of Directors and sole shareholder of TLH and the sole member of WES have approved and adopted this Plan and have authorized its execution.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and undertakings herein contained, the parties hereby agree as follows:

ARTICLE 1

TERMS AND CONDITIONS OF MERGER

- 1.1 **Names of Entities**. The names of the merging entities are WILEY EDU LLC, a Delaware limited liability company, and THE LEARNING HOUSE, INCORPORATED, a Kentucky corporation. The surviving entity will be WILEY EDU LLC, a Delaware limited liability company.
- 1.2 **Merger**. Subject to the terms and conditions of this Plan, at the Effective Time, as defined below, TLH shall be merged with and into WES (the "Merger") in accordance with the provisions of Section 11 of Chapter 271B of the Kentucky Revised Statutes ("KRS") and the relevant provisions in the Delaware Limited Liability Company Act.

The effect of the Merger will be as provided in KRS § 271B.11-060 and the relevant provisions in the Delaware Limited Liability Company Act.

Pursuant to KRS § 271B.11-080(5), upon the merger taking effect, WES, the surviving entity of the merger, shall be deemed:

- (a) To appoint the Secretary of State of the Commonwealth of Kentucky as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of TLH;
- (b) To agree that it will promptly pay to the dissenting shareholders of TLH the amount, if any, to which they are entitled under Subtitle 13 of KRS Chapter 271B; and
- (c) To agree, to the extent required by Section 200 of the Constitution of the Commonwealth of Kentucky, that the courts of the Commonwealth of Kentucky shall retain jurisdiction over that part of the corporate property within the limits of the Commonwealth of Kentucky in all matters which may arise, as if the transaction has not taken place.

1.3 Approvals. This Plan was duly authorized and approved by each of WES and TLH in accordance with KRS § 271B.11-030 and 271B.11-080, and the relevant provisions in the Delaware Limited Liability Company Act, which permit such merger.

1.4 Manner and Basis of Conversion of Membership Interests and Stock. At the Effective Time of the Merger and by virtue thereof without any action on the part of WES, TLH, or their respective stakeholders:

- (a) all of the issued and outstanding common stock of TLH immediately prior to the Effective Time of the Merger shall be cancelled, retired and cease to exist and no payment shall be made with respect thereto; and
- (b) no membership interests of WES will be issued in the Merger.

1.5 Surviving Entity.

- (a) WES shall be the surviving entity resulting from the Merger and shall continue to be governed by the laws of the State of Delaware. The separate existence and organization of TLH shall cease at the Effective Time and limited liability shall be retained by WES as the surviving entity.
- (b) Pursuant to KRS § 271B.11-080(3)(e), WES, as the surviving entity, agrees that it may be served with process in the Commonwealth of Kentucky in any proceeding for enforcement of any obligation of TLH, as well as for enforcement of any obligation of WES arising from the merger. WES also appoints the Secretary of State of the Commonwealth of Kentucky as its agent for service of process in any such proceeding. A copy of the process shall be mailed to WES at

c/o 111 River Street, Hoboken, NJ, 07030, by the Secretary of State of the Commonwealth of Kentucky.

- 1.6 **Effective Time.** The Merger shall become effective on April 30, 2019 at 11:55 p.m. E.T. (the "**Effective Time**"),

ARTICLE 2
GOVERNING DOCUMENTS; OFFICERS AND DIRECTORS

- 2.1 **Amended and Restated LLC Agreement.** The Amended and Restated Limited Liability Company Agreement of WES in effect immediately prior to the Effective Time of the Merger shall continue as the Limited Liability Agreement of WES, as the surviving entity, after the Effective Time of the Merger until otherwise amended.
- 2.2 **Member.** The sole member of WES immediately prior to the Effective Time of the Merger shall continue as the sole member of WES, as the surviving entity, after the Effective Time of the Merger until its termination.
- 2.3 **Officers.** The officers of WES immediately prior to the Effective Time of the Merger shall continue as the officers of WES, as the surviving entity, after the Effective Time of the Merger until their resignation or removal.

[signature page follows]

FRANKLIN COUNTY
A135 PG821

IN WITNESS WHEREOF, the parties hereto have executed this Plan as of the date first above written.

"WES"
Wiley Edu, LLC

By: 
Joanna Jia, Secretary

"TLH"
The Learning House, Incorporated

By: 
Joanna Jia, Secretary

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COUNTY: FRANKLIN
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