

Division of Corporations

Page 1 of 1

K103884

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H10000275307 3)))



H100002753073ABCZ

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

Merger rescinded
by court order

To:

Division of Corporations
Fax Number : (850) 617-6380

From:

Account Name : EMMANUEL SHEPPARD & CONDON
Account Number : 072720000035
Phone : (850) 433-6581
Fax Number : (850) 434-7163

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: rwallace@copyproductscompany.com

VOID
FILED
10 DEC 23 AM 11:07
TALLAHASSEE, FLORIDA

RECEIVED

10 DEC 23 PM 12:11

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**MERGER OR SHARE EXCHANGE
COPY PRODUCTS COMPANY**

Certificate of Status	0
Certified Copy	1
Page Count	21
Estimated Charge	\$68.75

EFFECTIVE DATE 12/31/10

D. BRUCE
DEC 27 2010
EXAMINER

Electronic Filing Menu

Corporate Filing Menu

Help

((H10000275307 3)))

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: COPY PRODUCTS COMPANY
Name of Surviving Party

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

Please return all correspondence concerning this matter to:

Gerald L. Brown

Contact Person

Emmanuel, Sheppard & Condon

Firm/Company

30 South Spring Street

Address

Pensacola, Florida 32502

City, State and Zip Code

rwallace@copyproductscompany.com

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

Merger rescinded
by court order

FILED
10 DEC 29 AM 11:07
TALLAHASSEE, FLORIDA
VOID

For further information concerning this matter, please call:

Gerald L. Brown

Name of Contact Person

at (850)

433-6581

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

Gerald L. Brown
Emmanuel, Sheppard & Condon
30 South Spring Street
Pensacola, Florida 32502
(850)433-6581

MAILING ADDRESS:

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

((H10000275307 3)))

((H10000275307 3)))

**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>
COPY PRODUCTS FINANCIAL SERVICES, LLC	Florida	Limited Liability Company
		108000000770

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>
COPY PRODUCTS COMPANY	Florida	Corporation
		K6 3884

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.

VOID
FILED
10 DEC 23 AM 11:07
CLERK OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE 12/31/10 Merger rescinded
by court order

((H10000275307 3)))

((H10000275307 3)))

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:

December 31, 2010

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:

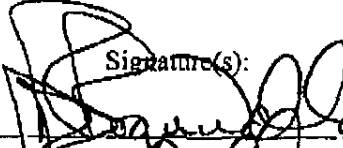
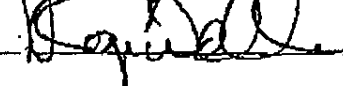
((H10000275307 3)))

FILED
10 DEC 23 AM 11:07
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
VOID

((H10000275307 3)))

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:
COPY PRODUCTS COMPANY		R. Roger Wallace, President
COPY PRODUCTS FINANCIAL SERVICES, LLC		R. Roger Wallace, Managing Member

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

<u>Fees:</u>	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

<u>Certified Copy (optional):</u>	\$30.00
--	---------

FILED
 10 DEC 23 AM 11:07
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

((H10000275307 3)))

((H10000275307 3)))

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>
COPY PRODUCTS FINANCIAL SERVICES, LLC	Florida	Limited Liability Company

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>
COPY PRODUCTS COMPANY	Florida	Corporation

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

See Attached

(Attach additional sheet if necessary)

((H10000275307 3)))

FILED
10 DEC 23 AM 11:07
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
VOID

((H10000275307 3)))

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:

See attached Plan and Agreement of Merger

(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:

See attached Plan and Agreement of Merger

(Attach additional sheet if necessary)

((H10000275307 3)))

10 DEC 23 AM 11:07
FILED
CLERK OF STATE
TALLAHASSEE, FLORIDA

VOID

DEC-23-2010 12:21 FROM:ESC 8504336162

TO:18506176380

P:8/21

((H10000275307 3)))

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

See attached Plan and Agreement of Merger

(Attach additional sheet if necessary)

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

See attached Plan and Agreement of Merger

(Attach additional sheet if necessary)

FILED
10 DEC 23 PM 07
CLERK OF STATE
TALLAHASSEE, FLORIDA

((H10000275307 3)))

((H10000275307 3)))

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER dated this 23rd day of December, 2010 is entered into by and between Copy Products Company, a Florida corporation formerly known as American Office Equipment of Northwest Florida, Inc., a Florida corporation, herein called "Surviving Corporation" and Copy Products Financial Services, LLC, a Florida limited liability company herein called "Disappearing Company", both collectively referred to as "Constituent Entities."

WITNESSETH:

WHEREAS, Disappearing Company is a limited liability company duly organized and existing under the laws of the State of Florida, and

WHEREAS, Surviving Corporation is a corporation duly organized and existing under the laws of the State of Florida, and

WHEREAS, Disappearing Company and Surviving Corporation have agreed that they shall merge into Surviving Corporation under the terms and conditions and in the manner set forth in this Agreement and in accordance with the applicable laws of the State of Florida.

NOW, THEREFORE, in consideration for the mutual covenants, agreements, provisions, grants, warranties and representations contained in this Agreement and in order to consummate the transaction described above, Disappearing Company and Surviving Corporation, agree as follows:

1. Disappearing Company and Surviving Corporation agree that they shall be merged into Surviving Corporation as a single corporation upon the terms and conditions of this Agreement and that Surviving Corporation shall continue under the laws of the State of Florida as the Surviving Corporation and both entities further agree as follows:
 - a. The purposes, the Registered Agent, the address of the Registered Agent, number of Directors and the capital stock of the Surviving Corporation shall be as it appears in the Articles of Incorporation of Surviving Corporation as are on file with the office of the Secretary of State of the State of Florida on

((H10000275307 3)))

(((H10000275307 3)))

the date of this Agreement. The terms and provisions of the Articles of Incorporation of the Surviving Corporation are incorporated in this Agreement by this reference. From and after the Effective Date until further amended, altered or restated as provided by law, the Articles of Incorporation separate and apart from this Agreement, shall be and may be separately certified as the Articles of Incorporation of the Surviving Corporation.

- b. The By-Laws of the Surviving Corporation in effect on the Effective Date shall be the By-Laws of the Surviving Corporation until they shall be altered, amended or repealed or until new By-Laws are adopted as provided in them.
 - c. The persons who upon the Effective Date of the merger shall constitute the Board of Directors of the Surviving Corporation shall be the persons constituting the Board of Directors of Surviving Corporation on the Effective Date hereof. If on the Effective Date of the merger any vacancy exists on the Board of Directors of the Surviving Corporation, that vacancy may be filled in the manner provided in the By-Laws of the Surviving Corporation.
 - d. The persons who upon the Effective Date of the merger shall constitute the officers of the Surviving Corporation shall be the persons constituting the officers of Surviving Corporation on the Effective Date hereof.
2. This Agreement shall be submitted to the members of the Disappearing Company and the shareholders of the Surviving Corporation for consideration at a meeting of shareholders and members in accordance with Florida Statutes for those respective entities on December 23, 2010 (or such later date as the Board of Directors of the Surviving Corporation and members of the Disappearing Company shall mutually approve) and, if it is adopted and approved in accordance with the laws of the State of Florida, as promptly as practicable thereafter, the fact that this Agreement has been adopted and approved as above provided shall be certified by their respective secretaries or members, and this Agreement and appropriate Articles of Merger shall be signed, acknowledged and filed pursuant to the laws of the State of Florida. The merger of Disappearing Company into Surviving Corporation shall become effective December 31, 2010, upon filing of this Agreement and appropriate Articles of Merger with the office of the Secretary of State of the State of Florida. The date on which the

(((H10000275307 3)))

(((H10000275307 3)))

merger of Disappearing Company into Surviving Corporation becomes effective is called in this instrument "Effective Date" of the merger.

3. When this Agreement shall have been approved, signed, acknowledged and filed, the separate existence of Disappearing Company shall cease and Disappearing Company shall be merged into the Surviving Corporation in accordance with this Agreement, and the Surviving Corporation shall continue unaffected and unimpaired by the merger and shall possess all of the rights, privileges, powers, franchises, patents, trademarks, licenses and registrations, both of a public and private nature, and shall be subject to all the restrictions, disabilities and duties of each of the entities so merged, and all and singular the rights, privileges, powers, franchises, patents, trademarks, licenses, and registrations of each of the entities being merged; and all property, real, personal and mixed, and all debts due to either of the entities being merged on whatever account as well as for stock subscriptions as all other things in action or belonging to each of the Constituent Entities shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, franchises, patents, trademarks, licenses and registrations and every other interest thereafter shall be as effectively the property of the Surviving Corporation as they were of the respective Constituent Entities; and the title to any real estate, whether vested by deed or otherwise in either of Constituent Entities under the laws of the State of Florida or any other State where real estate may be located, shall not revert or in any way be impaired by reason of the merger, provided that all rights or creditors and all liens upon the property of any of the Constituent Entities shall be preserved and unimpaired; and all debts, liabilities and duties of the Constituent Entities shall attach to the Surviving Corporation and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it.
4. The manner and basis of converting and exchanging the membership interests of the Disappearing Company shall be represented by the existing capital stock of the Surviving Corporation as it presently exists on the Effective Date hereof
5. All interests of members in the Disappearing Company shall become vested in the existing capital stock of Surviving Corporation for all purposes.

(((H10000275307 3)))

(((H10000275307 3)))

6. Disappearing Company and Surviving Corporation shall each take all action to comply with the applicable laws of the State of Florida in connection with this contemplated merger.
7. Upon the Effective Date the transfer of books of Disappearing Entity shall be closed and no transfer of any interest in Disappearing Entity shall be made or consummated thereafter.
8. Prior to and from and after the Effective Date, the Constituent Entities shall take all action necessary or appropriate in order to effectuate the merger. In case at any time after the Effective Date the Surviving Corporation shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the Surviving Corporation full title to all properties, assets, rights, privileges and franchise of Disappearing Company, the members of the Disappearing Company shall execute and deliver all instruments and take all action the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.
9. Disappearing Company and Surviving Corporation represent and warrant to and agree with each other as follows:
 - a. Disappearing Company and Surviving Corporation are entities duly organized, validly existing and in good standing under the laws of the State of Florida, and have full power and authority to carry on their businesses as it is now being conducted and to own and lease property, and are duly qualified or authorized to do business and are in good standing in each jurisdiction in which the character and location of the properties owned or leased by them or the nature of the business transacted by them makes those qualifications or authorizations necessary. Each Constituent Entity is not presently being challenged as to its right to do business as presently conducted in any jurisdiction. The copies of the Articles of Incorporation, as amended to date, and the By-Laws, as amended to date, of Surviving Corporation and Operating Agreement of Disappearing Company, as amended to date, has

(((H10000275307 3)))

(((H10000275307 3)))

been previously delivered to Surviving Corporation and are true, correct and complete copies as now in full force and effect. No provision of those instruments nor any other instrument to which any corporation or company a party hereto is subject prohibits, limits or otherwise affects the right, power and authority of said corporation or company to enter into this Agreement or to cause the consummation of the merger.

- b. The capitalization of the Surviving Corporation shall remain in full force and effect as currently standing on the books of the Surviving Corporation.
- c. The Constituent Entities presently have no subsidiaries.
- d. The execution, delivery and performance of this Agreement has been duly and effectively authorized by the Board of Directors of Surviving Corporation and members of Disappearing Company and there will be submitted to the shareholders of Surviving Corporation and members of Disappearing Company for consideration and approval as required by the laws of the State of Florida.
- e. Each Constituent Entity is wholly owned by R. Roger Wallace. Each Constituent Entity acknowledges that it has been provided with and has knowledge of the financial condition of each other Constituent Entity. Each Constituent Entity acknowledges that it has received a copy of the Florida State Corporate Income Tax Return of each of the Constituent Entity filed for the previous year.
- f. Constituent Entities are not, and by the execution and performance of this Agreement will not be in breach of any term or provision of or in default under, and no event has occurred that with the lapse of time or action by a third party could result in a default under any outstanding indenture, mortgage, contract or agreement to which Constituent Entities are a party or to which they may be subject or under any provision of their Articles of Incorporation, By-Laws, or Operating Agreement or violate any order, injunction, decree, statute, rule or regulation applicable to said Constituent Entity or any of their properties or assets.

(((H10000275307 3)))

(((H10000275307 3)))

- g. Constituent Entities own good and merchantable title free and clear of any liens, claims, encumbrances, options, charges or assessments to all of its properties and other assets used in connection with their businesses, except: (1) personal property disposed of in the ordinary course of business; (2) liens set forth on the balance sheet or in its notes or in this Agreement; (3) liens in connection with leaseholds or statutory liens (including liens for taxes not yet due and payable) not yet delinquent; and (4) minor defects and irregularities in the title to any real property, and encumbrances relating to any real property, that do not detract materially from the value and marketability of the property or impair the use of the property for the purpose for which it is held by said Constituent Entities or otherwise impair the business operation of said Constituent Entity. All those assets and properties are in good working order and condition (normal wear and tear excepted) and in a state of good operating efficiency. Constituent Entities carry such insurance, with reputable insurers in respect of their properties and businesses as is customary for similar businesses and as is adequate for the business conducted by said Constituent Entity. Constituent Entities have received no notice of and are not in violation of any applicable zoning regulation, health or safety regulation or other federal, state or local law, order, regulation or requirement relating to their operations, or their owned or leased properties.
- h. There are no known investigations, actions, suits, claims or proceedings pending, or known to be threatened, against Constituent Entities in law or in equity, administrative or otherwise, or before any federal, state, municipal or other governmental agency, domestic or foreign. Constituent Entities are not in default with respect to or in violation of any regulation, order or decree of any court or of any governmental agency or instrumentality.
- i. Constituent Entities are not presently being challenged for infringements of patents, patent rights or licenses, trademarks or trade names, or copyrights or copyright registrations, nor are they in any known conflict with the rights of others with respect to patents, patent rights or licenses, trademarks, trade names or copyrights.

(((H10000275307 3)))

(((H10000275307 3)))

- j. Except as otherwise contemplated by this Agreement, Constituent Entities have not: (1) issued or agreed to issue any options to purchase or rights to subscribe to, or securities convertible into, any additional shares of Constituent Entities stock or membership; (2) entered into any transaction outside the ordinary course of business, or suffered any material adverse change in their financial position, assets, liabilities or business; (3) declared or paid any dividends or authorized or made any distribution upon or with respect to their capital stock or membership interest or purchased or agreed to purchase any shares of their capital stock or membership interest; (4) made any loans or advances or payments of any kind to any person, except (a) payments made in the ordinary course of business, (b) payments of amounts due on indebtedness currently incurred in the ordinary course of business; (5) mortgaged or pledged any of its assets or properties or incurred any indebtedness, for money borrowed or otherwise, or other liabilities, contingent or otherwise, other than liabilities incurred in the ordinary course of business; (6) sold, exchanged or otherwise disposed of any of the capital assets, except in the ordinary course of business; or (7) increased the salaries of their officers, directors, employees or members or paid any bonus or other compensation, directly or indirectly, to their officers, directors, employees or members, other than salaries, wages and commissions at the rate being paid on date hereof, and other than bonuses to be paid on or before December 31, 2010.
- k. Each party hereto acknowledges that they have been provided complete information on the following by each other party hereto, which each party certifies to be correct in all material respects:
1. All real property owned, leased or otherwise used or occupied;
 2. All presently existing contracts and commitments (including mortgages, leases, deeds of trust, loan and credit agreements, employment contracts or deferred compensation, pension, profit-sharing or retirement plans, and contracts or commitments for the

(((H10000275307 3)))

(((H10000275307 3)))

- purchase or sale of products or services) imposing any obligation on each said party hereto or to which any of its properties is subject;
3. All policies of insurance in force with respect to each party hereto including, without restricting the generality of the foregoing, those covering its officers, members, properties, building, machinery, equipment, furniture, fixtures, products and operations;
 4. The name of each bank in which each party hereto has an account or safe deposit box and the names of all persons authorized to draw on or have access to them.
 1. All negotiations relative to this Agreement and the transactions contemplated by it have been carried on by the President/Member and Secretary of each Constituent Entity without the intervention of any person in a manner that gives rise to any valid claim against any of the parties to this Agreement for a brokerage or similar commission.
 - m. All Constituent Entities have filed in all United States, foreign, state, county, local and other tax and duty returns and reports required to be filed and have paid all income, franchise, property, sales, employment, ad valorem and other taxes and duties required to be paid in respect of the periods covered by those returns. Each Constituent Entity is not delinquent in the payment of any taxes or duties, and has not requested any extension of time within which to file any tax return which return has not since been filed. No deficiencies for any duties, taxes, assessments or governmental charges have been threatened, or asserted against any Constituent Entity.
 10. Each Constituent Entity shall give to each other Constituent Entity, its attorneys, accountants, and other representatives, full access during normal business hours throughout the period prior to the Effective Date, to all of the properties, books, contracts, commitments and records of said corporation, and shall furnish during that period all information concerning its business and affairs. Each Constituent Entity agrees that, unless and until the merger is consummated, they and their representatives will hold in strict confidence all data and information so obtained from each party hereto and if the transactions provided in this Agreement are not

(((H10000275307 3)))

((H10000275307 3)))

consummated, each party will return to each respective party all data in its possession.

11. Each Constituent Entity agrees that, from this date to the Effective Date:

- a. It will promptly advise each other Constituent Entity in writing of any adverse change in its financial condition or business or affairs.
- b. Except as otherwise consented to or approved by each other Constituent Entity in writing,

1. The businesses of each Constituent Entity shall be conducted only in the normal, usual and ordinary course (including the maintenance of all its existing policies of insurance in full force and effect); and each said entity will use its best efforts to preserve those business organizations intact and to keep available to the Surviving Corporation the services of their present officers, members and key employees and to preserve for the Surviving Corporation and good will of their suppliers, customers and others having business relations with said corporations.
2. No change shall be made in the Articles of Incorporation or By-Laws of the Surviving Corporation.
3. No change will be made in its banking and safe deposit arrangements or grant any powers of attorney.
4. No Constituent Entity will take any of the actions or suffer any of the events enumerated in subparagraph j of Paragraph 9.

- c. Each Constituent Entity will duly comply with all laws applicable to it in the conduct of its business.

12. All obligations of each Constituent Entity under this Agreement are subject to the fulfillment, prior to or at the Effective Date, of each of the following conditions (any one or more of which, in the absolute discretion of each Constituent Entity may be waived by that entity):

- a. Each Constituent Entity shall not have discovered any material error, misstatement or omission in the representations and warranties made by any other constituent Entity or any material adverse change in the business,

((H10000275307 3)))

(((H10000275307 3)))

operations change in the business, operations or properties of any constituent Entity after the date of this Agreement.

- b. The representations, warranties and agreements of each Constituent Entity contained in this Agreement shall be deemed to have been made again at and as of the Effective Date (but the representations, warranties and agreement may reflect the consummation of any transactions consented to or approved in writing by all constituent Entities) and shall then be true in all respects. Each constituent Entity shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Effective Date; and each Constituent Entity shall have been furnished with a certificate of the President or Manager of each Constituent Entity, dated the Effective Date, certifying in such detail as any other Constituent Entity may request to the fulfillment of the foregoing conditions.
- c. The execution, delivery and performance of this Agreement shall have been duly and effectively authorized by the Board of Directors or Members of each Constituent Entity and approved by the shareholders and members of each said entity in accordance with Florida Statute 607.221 of the Florida General Corporation Act. Each Constituent Entity shall have received copies of the resolutions adopted by the directors, members and shareholders, certified to be true and correct by the Secretary of each respective Constituent Entity, if requested.
- d. Surviving Corporation shall have been furnished with an opinion (with copies to Disappearing Company), dated the Effective Date, of Emmanuel, Sheppard & Condon, attorneys for Surviving Corporation to the effect that:
 - 1. Surviving Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, has the corporate power to carry on its business as it is then being conducted and is duly qualified to do business and is in good standing in each jurisdiction in which the character and location of the properties owned by it or the nature of the businesses transacted by it makes that qualification necessary. For the purposes of

(((H10000275307 3)))

(((H10000275307 3)))

determining jurisdictions in which Surviving Corporation is required to qualify as a foreign corporation, those attorneys may rely as to the matters of fact upon certificates of officers/members of those companies.

2. Surviving Corporation's authorized capital stock consists of Nine Hundred Sixty (960) shares of common stock, par value \$1.00 per shares, of which Nine Hundred Sixty (960) shares are issued and outstanding, all of which are validly issued, fully paid and nonassessable. To the knowledge of the attorneys, no options, warrants or other rights to purchase securities of Surviving Corporation are outstanding.
3. The execution, delivery and performance of this Agreement by each Constituent Entity have been duly authorized, adopted and approved by all requisite action of the Board of Directors, members and shareholders of each Constituent Entity in accordance with Florida law, and no consent or approval by any state or municipal agency under the laws of the State of Florida is required; this Agreement has been duly executed, sealed, and delivered by each Constituent Entity, and a majority of its directors/members and constitutes a valid and binding obligation of each Constituent Entity in accordance with its terms, except as limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights, and when filed pursuant to Florida law the merger of the Disappearing Company into Surviving Corporation shall be effective as contemplated in this Agreement.
4. The attorneys do not know of the existence of or basis for any litigations, proceeding or governmental investigation pending or threatened against or relating to Surviving Corporation or its properties or business, or the transactions contemplated by this Agreement.

(((H10000275307 3)))

(((H10000275307 3)))

- e. At the Effective Date no suit, action or other proceeding shall be pending or threatened before any court or other governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the consummation of the contemplated transactions.
- 13. Anything in this Agreement to the contrary notwithstanding, this Agreement may be terminated and abandoned at any time prior to the Effective Date:
 - a. By mutual consent of the Board of Directors and members of Constituent Entities;
 - b. By the Board of Directors and members of any party hereto if the conditions specified in Paragraphs 11 and 12 have not been satisfied.
- 14. In the event of any termination and abandonment as above provided in Paragraph 14, notice shall be given to the other parties to this Agreement and this Agreement then shall become wholly void and of no effect, and there shall be no liability on the part of any party or its Board of Directors, members or shareholders.
- 15. This Agreement embodies the entire Agreement between the parties. There have been and are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Agreement.
- 16. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class postage prepaid to the President or member or Secretary of any Constituent Entity.
- 17. This Agreement is made pursuant to and shall be construed under the laws of the State of Florida. It shall inure to the benefit of and be binding upon all Constituent Entities and their respective successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Agreement.
- 18. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(((H10000275307 3)))

• (((H10000275307 3)))

IN WITNESS WHEREOF, the duly authorized officers of the Constituent Corporations acting through their duly authorized officers, members all parties to this Agreement this 23rd day of December, 2010, have signed this Plan and Agreement of Merger.

COPY PRODUCTS COMPANY, a Florida corporation f/k/a AMERICAN OFFICE EQUIPMENT OF NORTHWEST FLORIDA, INC., a Florida corporation

ATTEST:

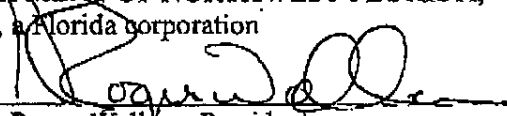


Print Name: R. Roger Wallace

Secretary

As to Surviving Corporation

By:


R. Roger Wallace, President

COPY PRODUCTS FINANCIAL SERVICES, LLC, a Florida limited liability company

ATTEST:

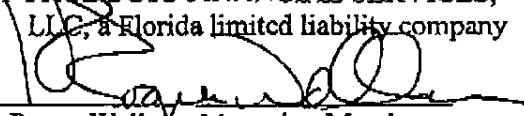


Print Name: R. Roger Wallace

Secretary

As to Disappearing Company

By:


R. Roger Wallace, Managing Member

u:\as\copyproducts\misc\planandagreement

(((H0000275307 3)))