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Dec. 31 2009 11:55 AM P1/10

Division of Corporations

P0700004719K

Florida Department of State
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MERGER OR SHARE EXCHANGE
Center for Productivity and Creativity, Inc.

Certificate of Status	0
Certified Copy	0
Page Count	09
Estimated Charge	\$70.00

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Attn: Karen
File 2nd

Handwritten signature and date: 12/31/09

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EFF. DATE
1/1/2010**ARTICLES OF MERGER**
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

Name	Jurisdiction	Document Number (If known/ applicable)
CENTER FOR PRODUCTIVITY AND CREATIVITY, INC.	Florida	P07000047196

Second: The name and jurisdiction of each merging corporation:

Name	Jurisdiction	Document Number (If known/ applicable)
CAUSEWAY PUBLISHING COMPANY	Missouri	N/A

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TALLAHASSEE, FLORIDA

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Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 01 / 01 / 2010 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 12/30/2009

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 12/30/2009

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

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Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

CENTER FOR PRODUCTIVITY
AND CREATIVITY, INC. ☐



Paul R. Ahr, Secretary

CAUSEWAY PUBLISHING
COMPANY ☐



Gerald J. Zafft, Secretary

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PLAN OF MERGER
(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

NameJurisdictionCENTER FOR PRODUCTIVITY AND CREATIVITY, INCFlorida

Second: The name and jurisdiction of each merging corporation:

NameJurisdictionCAUSEWAY PUBLISHING COMPANYMissouri

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

See Attached.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See Attached.

(Attach additional sheets if necessary)

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AGREEMENT AND PLAN OF MERGER

of

CAUSEWAY PUBLISHING COMPANY

into

CENTER FOR PRODUCTIVITY AND CREATIVITY, INC.

This Agreement and Plan of Merger (the "Agreement"), dated the 30th day of December, 2009, but as between the parties hereto to be effective as of January 1, 2010, by and between CAUSEWAY PUBLISHING COMPANY, a Missouri corporation ("CPC"), and CENTER FOR PRODUCTIVITY AND CREATIVITY, INC., a Florida corporation ("Center"), is made pursuant to The General and Business Corporation Law of the State of Missouri.

WHEREAS, the parties hereto desire that CPC be merged into and with Center in accordance with the terms and conditions herein contained; and

WHEREAS, for purposes of Federal income taxation, it is intended that the Merger qualify as a reorganization under Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended (the "Code") (as a mere change in the place of organization of one corporation), and this Agreement is intended to be and is adopted as a plan of reorganization within the meaning of Section 368(a)(1)(F) of the Code.

NOW, THEREFORE, in consideration of the premises and the representations, and agreements herein contained, the parties hereto agree as follows:

1. Merger. CPC shall be merged into and with Center (the "Merger"). Center shall be the surviving corporation (the "Surviving Corporation") of the Merger and shall continue to exist and be governed by the laws of the State of Florida. The Merger shall be consummated pursuant to the terms of this Agreement and the Articles of Merger (substantially in the form attached hereto as Exhibit A), all of which shall have been approved and adopted by the Board of Directors and shareholders of CPC, and the Board of Directors and shareholders of Center. The Merger shall be effective upon issuance of a Certificate of Merger by the Secretary of State of the State of Florida ("Secretary of State") in accordance with the Florida Business Corporation Act. The separate corporate existence of CPC shall terminate upon the issuance of the Certificate of Merger by the Secretary of State and, as of that date, all the assets of CPC, including, but not limited to, the property, rights, privileges, patents, trademarks, licenses, registrations, and the good will of the business symbolized thereby, shall vest in Center and all the liabilities of CPC shall be the liabilities of Center as the surviving corporation of the Merger. At any time from and after the Closing, the last acting officers of CPC shall, in the name of CPC, execute and deliver all assignments and other instruments and take such further action as Center deems necessary in order to carry out the intent and purpose of this Agreement. The Articles of Incorporation of Center, as in effect on the effective date of the Merger, shall continue in full force and effect as the Articles of Incorporation of the merged entity.

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2. Capitalization of Parties.

(a) Center has an authorized capital stock consisting of two thousand (2,000) shares of common stock with a par value of One Dollar (\$1.00) each, of which One Thousand (1,000) shares are now issued and outstanding.

(b) CPC has an authorized capital stock consisting of Thirty Thousand (30,000) shares of common stock with a par value of One Dollar (\$1.00) each, of which Five Thousand (5,000) shares are now issued and outstanding.

3. Exchange of Consideration. Shareholders of CPC (the "CPC Shareholders"), listed on Exhibit B attached hereto, shall be entitled to receive, in the aggregate, Fifty (50) shares of newly issued Center common stock ("Center Common Shares") in exchange for all the common shares of CPC issued and outstanding as of the Closing ("CPC Common Shares") pursuant to the Merger.

Certificates representing the Center Common Shares shall be delivered to CPC Shareholders as soon as practicable after Closing in accordance with the number of shares set forth opposite each CPC Shareholder's name on Exhibit B.

4. Closing. The closing of the transactions contemplated hereby shall take place at the offices of Stinson Morrison Hecker LLP, 168 North Meramec, St. Louis, Missouri 63105 on the third business day following the issuance of the Certificate of Merger by the Florida Secretary of State (the "Closing" or the "Closing Date"). For the purposes of this Agreement, the Articles of Merger and other agreements, documents, instruments and writings executed and delivered pursuant hereto or in connection herewith are collectively referred to as the "Merger Documents".

5. Deliveries by CPC. At Closing, the CPC Shareholders shall deliver to Center: (i) stock certificates representing all of the CPC Common Shares, accompanied by stock powers duly endorsed in blank or accompanied by duly executed instruments of transfer, (ii) resolutions of the Board of Directors and Shareholders of CPC approving this Agreement and the transactions contemplated hereby, (iii) Articles of Merger to be filed with the Secretary of State of Missouri, (iv) Articles of Merger to be filed with the Department of State of Florida, and (v) such Merger Documents as shall be reasonably requested by Center.

6. Deliveries by Center. At Closing, Center shall deliver to CPC: (i) 50 Center Common Shares for distribution to CPC Shareholders, (ii) resolutions of the Board of Directors and Shareholders of Center approving this Agreement and the transactions contemplated hereby, (iii) Articles of Merger to be filed with the Secretary of State of Missouri, (iv) Articles of Merger to be filed with the Department of State of Florida, and (v) such Merger Documents as shall be reasonably requested by CPC.

7. Bylaws. The Bylaws of Center as they shall exist on the effective date of the Merger shall be and remain the Bylaws of the Surviving Corporation until they are altered, amended or repealed as therein provided.

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8. Directors and Officers. The Directors and Officers of Center shall continue in office as the Directors and Officers of the Surviving Corporation until the next annual meeting of stockholders and until their successors shall have been duly elected and qualified.

9. Further Assurances; Cooperation. The parties shall from time to time after the Closing, upon the request of the other party and without further consideration, execute, acknowledge and deliver in proper form any further instruments or documents, and take such further actions as such other party may reasonably require, to carry out and effectuate the intent and purposes of this Agreement.

10. Interpretation. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. This Agreement represents the entire agreement between the parties hereto with respect to the transactions contemplated hereby and may be modified only by a subsequent written document executed by the parties hereto. The headings of the paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. All exhibits attached hereto are hereby incorporated by reference into, and made a part of, this Agreement.

[SIGNATURE PAGE FOLLOWS]

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FROM : FLORIDA FILING

FAX NO. : 8502160460

Dec. 31 2009 12:00PM PB/10

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day
and year first above written.

CAUSEWAY PUBLISHING COMPANY

By: 

Title: Secretary

CENTER FOR PRODUCTIVITY AND
CREATIVITY, INC.

By: _____

Title: _____

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Dec. 31 2009 12:00PM P9/10

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day
and year first above written.

CAUSEWAY PUBLISHING COMPANY

By: _____

Title: _____

CENTER FOR PRODUCTIVITY AND
CREATIVITY, INC.

By: *Bauer*

Title: *Secretary*

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EXHIBIT B

SHAREHOLDERS OF
CAUSEWAY PUBLISHING COMPANY
AS OF DECEMBER 30, 2009

SHAREHOLDER	CPC SHARES OWNED	CENTER SHARES TO BE RECEIVED
Paul R. Ahr, Trustee U/A Dated 06/08/90	5,000 <hr/>	50 <hr/>
	5,000	50