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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

CLASSIC SCHOOL PRODUCTS, INC.

Certificate of Status	0
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Merger
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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:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Classic School Products, Inc.	Florida	P94000052090

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Learning Materials, Inc.	Florida	H76854

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 07 / 31 / 07 (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 July 31, 2007.

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 July 31, 2007.

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

Classic School

Products, Inc.

By

Learning Materials, Inc.

By

Charlotte R. Seltzer, President

Carl H. Seltzer, President

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**AGREEMENT AND PLAN OF MERGER
BY AND BETWEEN
LEARNING MATERIALS, INC. AND CLASSIC SCHOOL PRODUCTS, INC.**

THIS AGREEMENT AND PLAN OF MERGER (the "Plan of Merger") is made and entered into this 30th day of July, 2007, by and between LEARNING MATERIALS, INC., a Florida corporation ("Materials"), and CLASSIC SCHOOL PRODUCTS, INC., a Florida corporation ("Classic").

R E C I T A L S

WHEREAS, the Board of Directors and shareholders of Materials have resolved that Materials shall be merged, pursuant to Section 607.1101, Florida Statutes, with and into Classic, with Classic being the "Surviving Corporation."

WHEREAS, the Board of Directors and shareholders of Classic have resolved that Materials be merged, pursuant to Section 607.1101, Florida Statutes, with and into Classic.

WHEREAS, Carl H. Seltzer and Charlotte R. Seltzer, as joint tenants with right of survivorship, own one thousand (1,000) shares of the common stock of Classic (the "Classic Common Stock"), which is all of the issued and outstanding stock of Classic.

WHEREAS, Carl H. Seltzer and Charlotte R. Seltzer, as joint tenants with right of survivorship, own five hundred (500) shares of the common stock of Materials (the "Materials Common Stock"), which is all of the issued and outstanding stock of Materials.

WHEREAS, the respective Board of Directors and shareholders of Materials and Classic have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual agreements, provisions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree with the following terms and conditions:

1. Recitals. The recitals as set forth above are true and correct and are hereby incorporated herein by reference.
2. Merger. Classic and Materials hereby agree that Materials, at the Effective Date (as hereinafter defined), shall be merged with and into Classic (the "Merger").

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3. Names, Street Addresses, and Jurisdictions of Constituent Parties.

3.1 Name, Street Address, and Jurisdiction of the Surviving Corporation. The name, street address, and jurisdiction of the Surviving Corporation are as follows:

<u>Name and Address</u>	<u>Jurisdiction</u>
Classic School Products, Inc. 174 Semoran Commerce Place, Suite A-106 Apopka, Florida 32703	Florida

3.2 Name, Street Address, and Jurisdiction of the Merging Corporation. The name, street address, and jurisdiction of the Merging Corporation are as follows:

<u>Name and Address</u>	<u>Jurisdiction</u>
Learning Materials, Inc. 174 Semoran Commerce Place, Suite A-106 Apopka, Florida 32703	Florida

4. Effects of Merger.

4.1 Certain Effects of Merger. On the Effective Date, the separate existence of Materials shall cease and Materials shall be merged with and into Classic which, as the Surviving Corporation, shall possess all the rights, privileges, powers and franchises of a public as well as private nature, and shall be subject to all restrictions, disabilities and duties of Materials and all and singular, the rights, privileges, powers and franchises of Materials and all property, real, personal and mixed, and all debts due to Materials on whatever account, and all other things in action or belonging to Materials shall be vested in the Surviving Corporation, and all property, rights, privileges, powers and franchises and all and every other interest shall hereafter effectually be the property of the Surviving Corporation as they were of Materials, and the title to any real estate vested by deed or otherwise under the laws of Florida or any other jurisdiction shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of Materials shall be preserved unimpaired, and all debts, liabilities and duties of Materials shall thenceforth attach to the Surviving Corporation and may be enforced against the Surviving Corporation to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Corporation. At any time, or from time to time, after the Effective Date, the officers of the Surviving Corporation may, in the name of Materials, execute and deliver all such properties, assignments and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect or confirm in the Surviving Corporation title to and possession of all of Materials' property rights, privileges, powers, franchises, immunities and interests and otherwise to carry out the purpose of this Plan of Merger.

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5. Name of Surviving Corporation: Articles of Incorporation.

5.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be Classic School Products, Inc.

5.2 Articles of Incorporation. The Articles of Incorporation of Classic, as in effect on the date hereof, shall from and after the Effective Date be and continue to be the Articles of Incorporation of the Surviving Corporation.

5.3 Bylaws. The Bylaws of Classic, as in effect on the date hereof, shall from and after the Effective Date, shall be the Bylaws of the Surviving Corporation.

6. Status and Conversion of Stock and Other Securities. The manner and basis of converting the shares of stock of Materials into shares, obligations, or other securities of the Surviving Corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire shares of Materials into rights to acquire shares, obligations, or other securities of the Surviving Corporation or, in whole or on part, into cash or other property are as follows:

6.1 Materials Common Stock. On the Effective Date of the Merger, and because of the common ownership of each of the Merging Corporation and the Surviving Corporation, each share of common stock of Materials Common Stock issued and outstanding shall be cancelled and retired without any action on the part of the holder thereof, all certificates representing such shares of stock shall be cancelled, and no cash, securities, property or other forms of consideration shall be issued with respect to such stock as a result of the Merger.

6.2 Classic Common Stock. On the Effective Date of the Merger, and because of the common ownership of each of the Merging Corporation and the Surviving Corporation, each share of Classic Common Stock issued and outstanding immediately prior to the Merger shall remain issued and outstanding and shall be unchanged as a result of the Merger, and no shares of Classic Common Stock or other forms of consideration will be issued as a result of the Merger.

7. Miscellaneous.

7.1 Termination. This Plan of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger and whether before or after approval of this Plan of Merger by the Board of Directors of Materials or the Board of Directors of Classic, if the Board of Directors of Materials or the Board of Directors of Classic duly adopt a resolution abandoning this Agreement and Plan of Merger.

7.2 Effective Date. The Effective Date of the Merger shall be as of the close of business on July 31, 2007.

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IN WITNESS WHEREOF, this Plan of Merger has been executed by the parties hereto as of the date first above written.

Witnesses:

"MATERIALS"

LEARNING MATERIALS, INC.

Andy Schilling

By: Carl H Seltzer
Carl H. Seltzer, President

Helen Schilling

"CLASSIC"

CLASSIC SCHOOL PRODUCTS, INC.

Andy Schilling

By: Charlotte R Seltzer
Charlotte R. Seltzer, President

Helen Schilling