

289117

Document Number Only

CT Corporation System
660 East Jefferson Street
Tallahassee, FL 32301
850-222-1092

DATE: 12/28

400003515964--5
-12/28/00--01062--011
*****70.00 *****70.00

Corporation(s) Name DATE

A.C. Scanning, Inc. 12/31/00 Merge
The Central Press of Miami, Inc.
W.E. Andrews Co. Inc. of Connecticut
Merging into
W.E. Andrews Co. Inc.

☐ Profit
☐ Nonprofit

☐ Amendment

☒ Merger

☐ Foreign
☐ LLC

☐ Dissolution
☐ Withdrawal

☐ Mark

☐ Limited Partnership
☐ Reinstatement
☐ UCC ☐ 1 or ☐ 3

☐ UBR
☐ Fictitious Name

☐ Other
☐ Change

400003515964--5
-12/28/00--01062--012
*****70.00 *****70.00

***Special Instructions**

☐ Certified Copy
☐ Photocopies
☐ Parts/amends/mergers ☐ Other-See Above

☐ CUS

☒ Walk in

☒ Pick-up

☐ Will Wait

Please Return Filed Stamped
Copies To:

Carol Clark

Thank You!

2/29/00

ARTICLES OF MERGER
Merger Sheet

MERGING:

THE CENTRAL PRESS OF MIAMI, INC., a Florida corporation 289117
A.C. SCANNING, INC., a Massachusetts corporation not authorized to transact
business in Florida
W.E. ANDREWS CO. INC. OF CONNECTICUT, a Connecticut corporation not
authorized to transact business in Florida
,

INTO

W.E. ANDREWS CO. INC., a Georgia corporation not qualified in Florida.

File date: December 28, 2000, effective December 31, 2000

Corporate Specialist: Annette Ramsey

ARTICLES OF MERGER
(Profit Corporation)

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

First: The name and jurisdiction of the surviving corporation is:

<u>Name</u>	<u>Jurisdiction</u>
W.E. Andrews Co. Inc.	Georgia

Second: The name and jurisdiction of each merging corporation is:

<u>Name</u>	<u>Jurisdiction</u>
A.C. Scanning, Inc.	Massachusetts
The Central Press of Miami, Inc.	Florida
W.E. Andrews Co. Inc. of Connecticut	Connecticut


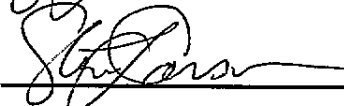


Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on December 31, 2000 at 11:59:59 p.m.

Fifth: Adoption of Merger by surviving corporation –
The Plan of Merger was adopted by the board of directors of the surviving corporation on December 5, 2000 and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporations –
The Plan of Merger was adopted by the board of directors of the merging corporations on December 5, 2000 and shareholder approval was not required.

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual and Title</u>
W.E. Andrews Co. Inc.		Steven L. Carson, Vice President and Secretary
A.C. Scanning, Inc.		Steven L. Carson, Vice President and Secretary
The Central Press of Miami, Inc.		Steven L. Carson, Vice President and Secretary
W.E. Andrews Co. Inc. of Connecticut		Steven L. Carson, Vice President and Secretary

**AGREEMENT AND PLAN OF MERGER
BETWEEN
W.E. ANDREWS CO. INC.
A.C. SCANNING, INC.
THE CENTRAL PRESS OF MIAMI, INC. AND
W.E. ANDREWS CO. INC. OF CONNECTICUT**

THIS AGREEMENT AND PLAN OF MERGER is made as of the 5th day of December, 2000 by and between W.E. Andrews Co. Inc., a Georgia corporation ("*Parent*") and its wholly-owned subsidiaries: A.C. Scanning, Inc., a Massachusetts corporation ("*AC Scanning*"); The Central Press of Miami, Inc., a Florida corporation ("*Central Press*"); and W.E. Andrews Co. Inc. of Connecticut, a Connecticut corporation ("*WEA*").

WHEREAS, each of the Constituent Corporations have agreed that it is in their mutual best interest for AC Scanning, Central Press and WEA to merge with an into Parent upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 **Terms.** As used in this Agreement, the following terms shall have the meanings set forth below:

- (a) "*Agreement*" means this Agreement and Plan of Merger.
- (b) "*Connecticut Act*" means the Connecticut Stock Corporation Act, as in effect on the date hereof.
- (c) "*Constituent Corporations*" means Parent and Subsidiaries.
- (d) "*Effective Time*" means December 31, 2000 at 11:59:59 p.m.
- (e) "*Florida Act*" means the Florida Business Corporation Act, as in effect on the date hereof.
- (f) "*Georgia Act*" means the Georgia Business Corporation Code, as in effect on the date hereof.

- (g) "*Massachusetts Act*" means the Massachusetts Business Corporation Law, as in effect on the date hereof.
- (h) "*Merger*" means the merger of Subsidiaries with and into Parent upon the terms and conditions set forth herein.
- (i) "*Person*" means an individual, corporation, joint venture, partnership, trust, unincorporated association, government, or any department or agency thereof, or other entity.
- (j) "*Subsidiaries*" means A.C. Scanning, Central Press and WEA.
- (k) "*Surviving Corporation*" means from and after the Effective Time, Parent, as the surviving corporation in the Merger.

- 1.2 Singular/Plural; Gender. Where the context so requires or permits, the use of the singular form includes the plural, and the use of the plural form includes the singular, and the use of any gender includes any and all genders.

ARTICLE 2 MERGER OF SUBSIDIARIES INTO PARENT

- 2.1 Performance of Agreement of Merger. Upon the terms and subject to the conditions hereof, Subsidiaries shall be merged with and into Parent in accordance with applicable law. Parent shall be the Surviving Corporation and continue its corporate existence under the laws of the State of Georgia, and the separate corporate existence of each of the Subsidiaries shall cease. The Merger shall be effective on the Effective Time.
- 2.2 Designation of Shares; Conversion of Shares. The designation and number of authorized and issued shares of each class and series of stock for each of the constituent Corporations are as follows:

<u>Company</u>	<u>Authorized Capital Stock</u>	<u>Issued Shares</u>
Parent	100,000 common shares, \$.10 par value	100 shares
AC Scanning	1,000 common shares, \$1.00 par value	250 shares
Central Press	100,000 common shares, \$.50 par value	40,000 shares
WEA	5,000 common shares, no par value	2,415 shares

Upon the Effective Time, (i) all of the issued and outstanding shares of each Subsidiary shall be canceled and retired, and no consideration shall be paid or delivered in exchange therefore, and (ii) each of the authorized, issued and outstanding shares of Parent shall be the authorized, issued and outstanding shares of the Surviving Corporation.

- 2.3 Compliance with Applicable Laws. It is the intention of the parties hereto that, subject to the provisions of the Agreement, the Merger will be consummated in accordance with the

applicable provisions of the Connecticut Act, Florida Act, Georgia Act, and Massachusetts Act.

- 2.4 Surviving Corporation Documents. The Articles of Incorporation and Bylaws of Parent as in effect immediately prior to the Effective Time shall be the Articles of Incorporation and Bylaws, respectively, of the Surviving Corporation at the Effective Time. Such Articles of Incorporation and Bylaws shall continue in effect until the same shall be further altered, amended or repealed as therein provided or as provided by law.
- 2.5 Surviving Corporation Directors and Officers. The directors and officers of the Surviving Corporation at the Effective Time shall be those of Parent immediately preceding the Merger. Such directors and officers will hold office until their successors are duly elected and qualified or their earlier resignation, removal from office or death.
- 2.6 Rights of Surviving Corporation. Upon consummation of the Merger, the Surviving Corporation shall possess all the rights, privileges, powers, and franchises of a public as well as a private nature, and be subject to all the restrictions, obligations, disabilities and duties, of each of the Constituent Corporations; and all property, real, personal, and mixed, and all debts, choses in action and other interests due or belonging to the Constituent Corporations shall be vested in the Surviving Corporation; and all properties, rights, privileges, powers and franchises, and all and every other interest shall be thereafter the property of the Surviving Corporation as they were of the Constituent Corporation, and the title to any real estate vested by deed or otherwise, in any of the Constituent Corporations, shall not revert or in any way be impaired by reason of the Merger; but all rights of creditors and all liens upon any property of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities, and duties of each of the Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred by it.
- 2.7 Agreement of Merger. All documents required to effect the Merger under applicable law shall be authorized, executed and delivered by and between Parent and Subsidiaries and filed to effect the Merger as of the Effective Time. The Constituent Corporations agree to use their best effort to cause the Merger to be consummated on or prior to the Effective Time.
- 2.8 Further Assurances. Prior to and from and after the Effective Time, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effectuate the Merger. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurance in law or any other actions are necessary, appropriate or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of the Constituent Corporations, the last acting officers of the Constituent Corporations, or the corresponding officers of the Surviving Corporation, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

ARTICLE 3 TERMINATION

- 3.1 Termination. This Agreement may be terminated at any time on or prior to the Effective Time, by the mutual consent in writing of the Constituent Corporations.
- 3.2 Effect of Termination. In the event of termination and abandonment of this Agreement pursuant to Section 3.1 hereof, this Agreement shall become void and have no effect.

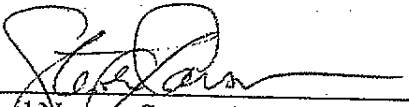
ARTICLE 4 MISCELLANEOUS


- 4.1 No Third Party Beneficiaries. Nothing contained in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto and their successors in interest and permitted assignees, any rights or remedies under or by reason of this Agreement unless so stated to the contrary.
- 4.2 Construction. This Agreement shall be construed and enforced in accordance with the laws of the states of Connecticut, Florida, Georgia and Massachusetts, as applicable.
- 4.3 Amendment. This Agreement may be amended, supplemented, or interpreted at any time by a written instrument executed by the parties hereto.
- 4.4 Counterparts. 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.
- 4.5 Entire Agreement. This Agreement and all other documents delivered pursuant hereto or incorporated by reference herein, represent the entire agreement among the parties hereto concerning the transaction contemplated herein and supersede all prior or contemporaneous agreements or understandings among the parties hereto relating to the subject matter hereof.

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


Attest:

W. E. ANDREWS CO. INC.


By: 
Printed Name: Steven L. Carson
Title: Vice President and Secretary

By: 
Printed Name: Michael O. Duffield
Title: Chief Executive Officer


Attest:

By: 
Printed Name: Steven L. Carson
Title: Vice President and Secretary


A. C. SCANNING, INC.

By: 
Printed Name: Michael O. Duffield
Title: Chief Executive Officer


Attest:

By: 
Printed Name: Steven L. Carson
Title: Vice President and Secretary

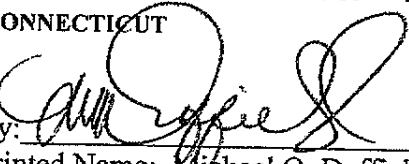
THE CENTRAL PRESS OF MIAMI, INC.

By: 
Printed Name: Michael O. Duffield
Title: Chief Executive Officer

Attest:

By: 
Printed Name: Steven L. Carson
Title: Vice President and Secretary

W. E. ANDREWS CO. INC. OF
CONNECTICUT

By: 
Printed Name: Michael O. Duffield
Title: Chief Executive Officer