



K47568

ACCOUNT NO. : 072100000032

REFERENCE : 886997 5041A

AUTHORIZATION :

COST LIMIT : \$ 122.50

FILED
98 JUL 10 PM 2:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : July 10, 1998

ORDER TIME : 9:32 AM

ORDER NO. : 886997-005

CUSTOMER NO: 5041A

4000002584874--4

CUSTOMER: Sabrina A. Mctopy, Esq
Norton Jacobs Kuhn & Mctopy
Texaco Heritage Plaza, ste 2450
1111 Bagby Street
Houston, TX 77002

merger

ARTICLES OF MERGER

LASER TECH GRAPHIC SERVICES,
INC.

INTO

BEACON PRINTING & GRAPHICS,
INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX _____ CERTIFIED COPY
_____ PLAIN STAMPED COPY

CONTACT PERSON: Andrew Cumper

EXAMINER'S INITIALS:

RECEIVED
98 JUL 10 AM 9:50
DIVISION OF CORPORATION

Don
7/10/98
**02250, 00705, 00672*

ARTICLES OF MERGER
Merger Sheet

MERGING:

LASER TECH GRAPHIC SERVICES, INC., a Florida corporation K47568
,

INTO

BEACON PRINTING & GRAPHICS, INC., a Texas corporation not qualified in
Florida

File date: July 10, 1998

Corporate Specialist: Annette Hogan

Account number: 072100000032

Account charged: 122.50

ARTICLES OF MERGER
OF
LASER TECH GRAPHIC SERVICES, INC.
AND
BEACON PRINTING & GRAPHICS, INC.

98 JUL 10 PM 2:58
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To the Secretary of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the foreign business corporation and the domestic business corporation herein named do hereby submit the following Articles of Merger:

1. Annexed hereto and made a part hereof is the Plan of Merger for merging Laser Tech Graphic Services, Inc. with and into Beacon Printing & Graphics, Inc.
2. The merger of Laser Tech Graphic Services, Inc. with and into Beacon Printing & Graphics, Inc. is permitted by the laws of the jurisdiction of organization of Laser Tech Graphic Services, Inc. and is in compliance with said laws. The date of adoption of the Plan of Merger by the sole shareholder of Laser Tech Graphic Services, Inc. was July 9, 1998.
3. The sole shareholder of Beacon Printing & Graphics, Inc. entitled to vote thereon approved and adopted the aforesaid Plan of Merger by written consent given on July 9, 1998 in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act.
4. The effective time and date of the merger herein provided for in the State of Florida shall be when properly executed Articles of Merger have been filed with the Secretary of State of the State of Florida.

Executed on July 9, 1998.

LASER TECH GRAPHIC SERVICES, INC.

By: Carl L. Norton
Name: Carl L. Norton
Capacity: Chief Executive Officer and President

BEACON PRINTING & GRAPHICS, INC.

By: Carl L. Norton
Name: Carl L. Norton
Capacity: Chief Executive Officer and President

AGREEMENT AND PLAN OF MERGER

among

NATIONWIDE GRAPHICS, INC.,

BEACON PRINTING & GRAPHICS, INC.

and

LASER TECH GRAPHIC SERVICES, INC.

July 9, 1998

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement"), is by and among Nationwide Graphics, Inc., a Delaware corporation (the "Parent"), Beacon Printing & Graphics, Inc., a Texas corporation and a wholly-owned subsidiary of Nationwide ("Beacon"), and Laser Tech Graphic Services, Inc., a Florida corporation and a wholly-owned subsidiary of Nationwide ("Laser Tech"). Laser Tech is sometimes referred to as the "Subsidiary."

WHEREAS, the Boards of Directors of the Parent, Beacon and the Subsidiary have each approved the merger of the Subsidiary with and into Beacon (the "Merger") upon the terms and subject to the conditions set forth herein; and

WHEREAS, the Parent is the sole owner of all of the issued and outstanding shares of capital stock of Beacon and the Subsidiary and has approved the Merger, upon the terms and conditions and subject to the conditions set forth herein; and

WHEREAS, the approval of the stockholders of the Parent is not required to effect the Merger.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I

The Merger and the Surviving Corporation; Conversion of Shares

1.1. The Merger. In accordance with the provisions of this Agreement, the Texas Business Corporation Act ("TBCA") and the Florida Business Corporation Act ("FBCA"), as of the Effective Time (as defined in Section 1.4), the Subsidiary shall be merged with and into Beacon, and Beacon shall be the surviving corporation (hereinafter sometimes called the "Surviving Corporation") and shall continue its corporate existence under the laws of the State of Texas. At the Effective Time, the separate existence of the Subsidiary shall cease and the Surviving Corporation shall possess all of the rights, privileges and powers and all title and interest to all property of Beacon and the Subsidiary, and all and every other interest of or belonging to or due to Beacon and the Subsidiary shall be taken and deemed to be transferred to and vested in, the Surviving Corporation, without further act or deed, and without any transfer or assignment having occurred, but subject to all existing liens thereon. At the Effective Time, all liabilities and obligations of the Subsidiary shall become the liabilities and obligations of the Surviving Corporation, which shall be the primary obligor therefor, and all liabilities and obligations of Beacon shall remain the liabilities and obligations of the Surviving Corporation.

1.2. Articles of Incorporation and Bylaws of the Surviving Corporation. As a result of the Merger and at the Effective Time, (i) the Articles of Incorporation of Beacon as in effect immediately before the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended as provided by law; and (ii) the Bylaws of Beacon, as in effect

immediately before the Effective Time, shall be the Bylaws of the Surviving Corporation until thereafter amended as provided by law.

1.3. Directors and Officers of the Surviving Corporation. The officers and directors of Beacon immediately before the Effective Time shall be the officers and directors of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

1.4. Effective Time of the Merger. The Merger shall become effective when properly executed Articles of Merger relating to the Merger (the "Merger Filings") in the form attached as **Exhibit A** (together with any other documents required by law to effectuate the Merger), have been filed with the Secretaries of State of the States of Texas and Florida. The Merger Filings shall be made simultaneously with or as soon as practicable after the execution of this Agreement and the closing of the transactions contemplated by this Agreement and in no event no more than 24 hours thereafter. The date and time when the Merger shall become effective is herein referred to as the "Effective Time."

1.5. Conversion of Laser Tech Common Stock By virtue of the Merger and without any action on the part of the holder of the capital stock of Beacon, each share of common stock, \$1.00 par value per share, of Laser Tech (1,000 shares, called the "Laser Tech Common Stock"), issued and outstanding immediately before the Effective Time shall be converted into one share of the common stock, par value \$0.01 per share, of Beacon (the "Beacon Shares").

1.6. Exchange of Shares. Until surrender as provided for in this section, from and after the Effective Time, each outstanding certificate that previously represented shares of Laser Tech Common Stock shall be deemed for all purposes to evidence ownership of and to represent the number of Beacon Shares into which such shares of Laser Tech Common Stock shall have been converted. No exchange of such certificates will be required to evidence such ownership. However, the Parent will be entitled, upon surrender of certificates representing outstanding shares of Laser Tech Common Stock to Beacon after the Effective Time, to receive a stock certificate or certificates representing the Beacon Shares into which such shares have been converted in the Merger.

ARTICLE II

Deliveries

2.1. Delivery by Beacon. Simultaneously with the execution of this Agreement, Beacon has executed and delivered the Articles of Merger.

2.2. Deliveries by the Parent and the Subsidiary. Simultaneously with the execution of this Agreement, the Parent and the Subsidiary have executed and delivered the Articles of Merger.

ARTICLE III Covenants

As soon as possible, Beacon will cause the Articles of Merger to be filed in accordance with the provisions of the TBCA and the FBCA, use its best efforts to cause the Texas and Florida Secretaries of State to promptly issue Certificates of Merger and take any and all other lawful actions and do any and all other lawful things necessary to cause the Merger to become effective.

ARTICLE IV Miscellaneous

4.1. Entire Agreement. This Agreement, including the exhibits and schedules hereto and the agreements and disclosure memorandums expressly referred to herein, embodies the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein. This Agreement supersedes all prior agreements and the understandings between the parties with respect to such subject matter.

4.2. Amendment and Modification. This Agreement may be amended, modified or supplemented only by a written instrument designated as an "amendment" to this Agreement and signed by the parties hereto, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a written instrument signed by the person specifically waiving such observance.

4.3. Governing Law; Venue. **THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED UNDER, ENFORCED AND INTERPRETED IN ACCORDANCE WITH THE INTERNAL SUBSTANTIVE LAWS OF THE STATE OF TEXAS APPLICABLE TO AGREEMENTS TO BE MADE AND PERFORMED SOLELY WITHIN SUCH STATE, WITHOUT GIVING EFFECT TO ANY CONFLICTS OR CHOICE OF LAWS PRINCIPLES WHICH MIGHT OTHERWISE APPLY. THE PARTIES AGREE THAT ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE RESOLVED BY A COURT OF COMPETENT JURISDICTION IN HARRIS COUNTY, TEXAS.**

4.4. Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

4.5. Construction. The headings contained in this Agreement are for reference purposes only and shall not affect this Agreement in any manner whatsoever. Wherever required by the context, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular.

DATED July 7, 1998

NATIONWIDE GRAPHICS, INC.

By: Carl L. Norton
Carl L. Norton,
Chief Executive Officer

BEACON PRINTING & GRAPHICS, INC.

By: Carl L. Norton
Carl L. Norton,
Chief Executive Officer and President

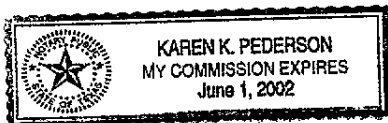
LASER TECH GRAPHIC SERVICES, INC.

By: Carl L. Norton
Carl L. Norton,
Chief Executive Officer and President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, personally appeared Carl L. Norton, Chief Executive Officer of Nationwide Graphics, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and being by me first duly sworn, declared and acknowledged to me that he executed the same for the purposes and consideration therein expressed and that the statements contained therein are true and correct.

GIVEN under my hand and seal of office this 9th day of July, 1998.



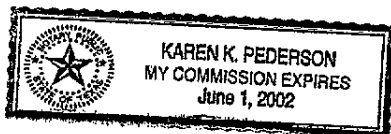
Karen K. Pederson
Notary Public in and for
the State of T E X A S

Karen K. Pederson
Printed Name of Notary Public

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, personally appeared Carl L. Norton, Chief Executive Officer and President of Beacon Printing & Graphics, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and being by me first duly sworn, declared and acknowledged to me that he executed the same for the purposes and consideration therein expressed and that the statements contained therein are true and correct.

GIVEN under my hand and seal of office this 9th day of July, 1998.



Karen K. Pederson
Notary Public in and for
the State of T E X A S

Karen K. Pederson
Printed Name of Notary Public

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, personally appeared Carl L. Norton, Chief Executive Officer and President of Laser Tech Graphic Services, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and being by me first duly sworn, declared and acknowledged to me that he executed the same for the purposes and consideration therein expressed and that the statements contained therein are true and correct.

GIVEN under my hand and seal of office this 9th day of July, 1998.



Karen K. Pederson
Notary Public in and for
the State of T E X A S

Karen K Pederson
Printed Name of Notary Public