

P97000000303

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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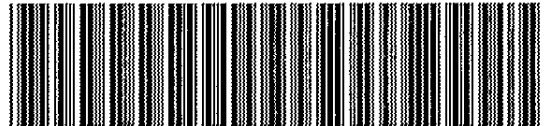
(Business Entity Name)

(Document Number)

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ARTICLES OF MERGER  
Merger Sheet

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MERGING:

HORTICULTURAL PRINTERS-FLORIDA, INC. a Florida entity P97000000303

INTO

**INTEGRACOLOR, LTD. a Texas entity not qualified in Florida,** entity not  
qualified in Florida.

File date: October 31, 2002

Corporate Specialist: Lee Rivers

CT CORPORATION

October 31, 2002

Secretary of State, Florida  
409 East Gaines Street  
N/A  
Tallahassee FL 32399

Re: Order #: 5712724 SO  
Customer Reference 1: 113389  
Customer Reference 2: 1

Dear Secretary of State, Florida:

Please file the attached:

Horticultural Printers-Florida, Inc. (FL)  
Merger (Discontinuing Company)  
Florida

*with info*

*Integracolor Ltd.*

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Enclosed please find a check for the requisite fees. Please return evidence of filing(s) to my attention.

If for any reason the enclosed cannot be filed upon receipt, please contact me immediately at (850) 222-1092. Thank you very much for your help.

Sincerely,

Melanie S Strickland  
Fulfillment Specialist  
Melanie\_Strickland@cch-lis.com

660 East Jefferson Street  
Tallahassee, FL 32301  
Tel. 850 222 1092  
Fax 850 222 7615



FLORIDA DEPARTMENT OF STATE

Jim Smith  
Secretary of State

October 31, 2002

CT SYSTEM  
ATTN: MELANIE S. STRICKLAND

SUBJECT: HORTICULTURAL PRINTERS-FLORIDA, INC.  
Ref. Number: P97000000303

We have received your document for HORTICULTURAL PRINTERS-FLORIDA, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

There is an additional \$17.50 due. The filing fee is \$87.50, which is comprised of \$52.50 for the LP, and \$35 for the corporation.

Please return your document, along with a copy of this letter, within 60 days of your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6958.

Lee Rivers  
Document Specialist

Letter Number: 002A00059907

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To:  
From: Melanie C1

Needs Today's Date  
Oct. 31, 2002  
A Must!

11:00  
Ran 11-01-02

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TALLAHASSEE, FLORIDA

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**ARTICLES OF MERGER**  
**OF**  
**HORTICULTURAL PRINTERS-FLORIDA, INC.**  
**(a Florida corporation)**  
**WITH AND INTO**  
**INTEGRACOLOR, LTD.**  
**(a Texas limited partnership)**

1997-303

Pursuant to the provisions of Section 607.1109 of the Florida Business Corporation Act (the "FBCA"), Horticultural Printers-Florida, Inc., a Florida corporation (the "Merging Entity"), and IntegraColor, Ltd., a Texas limited partnership (the "Partnership"), hereby execute and adopt the following Articles of Merger this 28<sup>th</sup> day of October, 2002 and certify as follows:

1. The Merging Entity and the Partnership are parties to an Agreement and Plan of Merger, dated as of October 28, 2002 (the "Plan" attached hereto as Exhibit A), whereby the Merging Entity will be merged with and into the Partnership (the "Merger"), and the outstanding shares of common stock of the Merging Entity will be canceled in their entirety. The Partnership will be the surviving entity (the "Surviving Entity") of the Merger.
2. The Plan has been duly authorized and approved by (a) the Merging Entity's board of directors and sole shareholder in accordance with the applicable provisions of Chapter 607 of the FBCA and (b) the Partnership's general partner in accordance with the Texas Revised Limited Partnership Act and the Partnership's First Amended and Restated Agreement of Limited Partnership, as amended.
3. The effective date of the Merger (the "Effective Date") shall be October 31, 2002 at 11:59 p.m. In accordance with the FBCA, the Effective Date will be on or after the date of filing these Articles of Merger with the Secretary of State of Florida.
4. The principal place of business of the Surviving Entity will be 3638 Executive Blvd., Mesquite, Texas 75149.
5. The Surviving Entity is deemed to have appointed the Secretary of State of Florida as its agent for service of process in a proceeding to enforce any obligation of the Merging Entity.
6. No shareholders of the Merging Entity dissented to the Merger.

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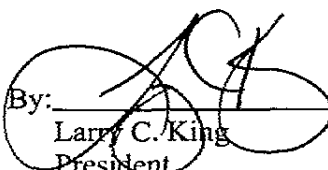
IN WITNESS WHEREOF, the Surviving Entity and the Merging Entity have caused these Articles of Merger to be executed as of the day and year first written above.

**INTEGRACOLOR, LTD.**

By: HORT Management LLC, as General Partner

By:   
Larry C. King  
President

**HORTICULTURAL PRINTERS-FLORIDA, INC.**

By:   
Larry C. King  
President

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**Exhibit A**

**Agreement and Plan of Merger**

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## **AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") is made as of October 28, 2002, by and between IntegraColor, Ltd., a Texas limited partnership ("Partnership"), and Horticultural Printers-Florida, Inc., a Florida corporation ("Merging Entity") (Partnership and Merging Entity are sometimes collectively referred to herein as the "Constituent Entities").

### **WITNESSETH:**

WHEREAS, Partnership is a limited partnership duly organized and validly existing under the laws of the State of Texas pursuant to the Certificate of Limited Partnership, as amended, filed in the office of the Secretary of State of Texas; and

WHEREAS, Partnership currently has a general partner and a limited partner, each of whom have a partnership interest in Partnership as reflected on the books and records of Partnership as of the date of this Merger Agreement; and

WHEREAS, Merging Entity is a corporation duly organized and validly existing under the laws of the State of Florida pursuant to Articles of Incorporation filed in the office of the Secretary of State of Florida; and

WHEREAS, the Constituent Entities desire to effect a merger whereby Merging Entity will be merged with and into Partnership (Partnership, in its capacity as the surviving entity in the Merger, is sometimes referred to herein as the "Surviving Entity"), and the outstanding shares of common stock of Merging Entity will be canceled in their entirety (the "Merger"), upon the terms and conditions set forth in this Merger Agreement and pursuant to Section 2.1 of the Texas Revised Limited Partnership Act, as amended ("TRLPA"), and Section 607.1108 of the Florida Business Corporation Act, as amended ("FBCA"); and

WHEREAS, the general partner of Partnership, and the Board of Directors and the sole shareholder of Merging Entity, have approved this Merger Agreement as required by applicable law; and

WHEREAS, the Partnership's First Amended and Restated Agreement of Limited Partnership, as amended, specifically permits Partnership to engage in the Merger;

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements and covenants contained herein, and for the purpose of prescribing the terms and conditions of the Merger, and such other details and provisions as the parties hereto deem necessary or desirable, the parties hereto agree as follows:



## Article One

1.1 In accordance with the provisions of TRLPA and FBCA, at the Effective Time (as defined below), Merging Entity shall be merged with and into Partnership, and Partnership, as the Surviving Entity, shall continue to exist under and be governed by the laws of the State of Texas. The registered office and registered agent of the Partnership in Texas will continue to be the registered office and registered agent of Surviving Entity.

1.2 Except as may otherwise be set forth in this Merger Agreement, the legal existence and identity of Partnership, as the Surviving Entity, with all its purposes, powers, franchises, privileges, rights and immunities, shall continue unaffected and unimpaired by the Merger, and the legal existence and identity of Merging Entity, with all its purposes, powers, franchises, privileges, rights and immunities, at the Effective Time, shall be merged with and into Partnership, as the Surviving Entity, and the Surviving Entity shall be vested fully therewith, and the separate legal existence and identity of Merging Entity shall thereafter cease, except to the extent continued by applicable law.

## Article Two

In accordance with the TRLPA, the Merger shall become effective on October 31, 2002 at 11:59 p.m.. In accordance with the FBCA, the Merger shall be effective no earlier than the date on which the Articles of Merger as filed with the Secretary of State of Florida. The time when the Merger shall become effective, as defined by this Article Two, is herein called the "Effective Time."

## Article Three

3.1 The Certificate of Limited Partnership of Partnership, as amended, shall be the Certificate of Limited Partnership of the Surviving Entity until further amended, altered or repealed in the manner provided by law.

3.2 The partners of Partnership duly acting immediately prior to the Effective Time shall be partners of the Surviving Entity after the Effective Time, and shall serve in such capacities in accordance with the First Amended and Restated Agreement of Limited Partnership, as amended, of the Surviving Entity.

3.3 The general partner of the Surviving Entity shall be HORT Management LLC, a Texas limited liability company, whose business address is 3638 Executive Blvd., Mesquite, Texas 75149.

3.4 All acts, plans, policies, applications, agreements, orders, registrations, licenses, approvals and authorizations of the Constituent Entities, the sole shareholder, Board of Directors, committees elected or appointed by the Board of Directors, limited partners, managing general partners, officers and agents, as applicable, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes on and after the Effective Time as the acts,

plans, policies, applications, agreements, orders, registrations, licenses, approvals and authorizations of the Surviving Entity and shall be as effective and binding thereon as the same were with respect to the Constituent Entities immediately prior to the Effective Time.

#### **Article Four**

4.1 The partnership interests of Partnership outstanding immediately before the Effective Time shall remain outstanding after the Effective Time as partnership interests of the Surviving Entity.

4.2 At the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof, the shares of common stock of Merging Entity outstanding immediately before the Effective Time shall each be canceled and terminated on the books and records of Merging Entity and shall cease to exist. No shareholder in Merging Entity will be paid any consideration in the Merger in exchange for the termination of its shares of common stock.

#### **Article Five**

5.1 At the Effective Time, all rights, title and interests to all property owned by each of the Constituent Entities shall be allocated to and vested in the Surviving Entity without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred, but subject to any existing liens thereon.

5.2 The Surviving Entity shall, at the Effective Time and thereafter, be responsible and liable for all liabilities and obligations of each of the Constituent Entities, and a proceeding pending against either Constituent Entity may be continued as if the Merger did not occur, or the Surviving Entity may be substituted in the proceeding in place of either Constituent Entity.

5.3 The Surviving Entity shall have the same power and authority to act in respect to any debt, liabilities and duties of the Constituent Entities as the Constituent Entities would have had, had they continued in existence.

#### **Article Six**

6.1 This Merger Agreement may be executed by the parties hereto in counterparts, each of which when so executed and delivered shall be an original, but both of which shall constitute one instrument.

6.2 Subject to applicable law, this Merger Agreement may be amended, modified or supplemented only by written agreement of the parties hereto at any time before the Effective Time.

6.3 This Merger Agreement may be terminated at any time prior to the Effective Time by mutual agreement of the parties hereto.

*[The next following page is a signature page.]*

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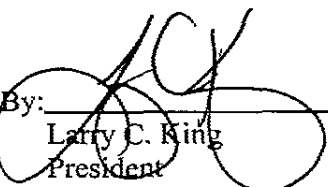
IN WITNESS WHEREOF, each of the parties hereto has caused this Merger Agreement to be executed by and on its behalf as of the date first written above.

**INTEGRACOLOR, LTD.**

By: HORT Management LLC, as General Partner

By:  \_\_\_\_\_  
Larry C. King  
President

**HORTICULTURAL PRINTERS-FLORIDA, INC.**

By:  \_\_\_\_\_  
Larry C. King  
President

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