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Of Counsel

**Writer's Direct Dial Number
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December 30, 1996

VIA AIRBORNE EXPRESS

Executive Secretary
Florida Public Service Commission
2450 Schumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Application for Approval of a Share Exchange
Agreement Between MTM Holdings Corporation
and the Shareholders of Axces, Inc.

Dear Sir:

On behalf of Axces, Inc., enclosed please find an original and thirteen (13) copies of the referenced Application. Also enclosed is a check in the amount of \$250.00 to cover the filing fee.

Please date stamp and return the enclosed extra copy of this letter in the envelope provided.

Please call me should you have any questions concerning this filing. Thank you for your assistance with this matter.

Sincerely,

Edward P. Gothard
Edward P. Gothard

EPG/bg

Enclosure

Check received with filing and
forwarded to Fiscal for deposit.
Fiscal to forward a copy of check
to FOUR with proof of deposit.
EPG Person who forwarded check

RECEIVED
FLORIDA PUBLIC SERVICE COMMISSION
DEC 31 1996
MAIL ROOM

DOCUMENT NUMBER - DATE

13816 DEC 31 96

FPSC-RECORDS/REPORTING

961550 - TI

BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF FLORIDA

APPLICATION FOR APPROVAL
OF SHARE EXCHANGE AGREEMENT
BETWEEN MTM HOLDINGS
CORPORATION AND THE
SHAREHOLDERS OF AXCES, INC.

CASE NO. 96 1550-TI

APPLICATION

Axces, Inc. ("Axces"), pursuant to the applicable Statutes of Florida and the Commission's Rules and Regulations currently in effect and/or subsequently enacted, hereby requests Commission approval of a Share Exchange Agreement¹ (the "Agreement") whereby Axces will become a wholly owned subsidiary of MTM Holdings Corporation ("Holdings"). The present shareholders of Axces will receive shares of Holdings as set forth in the Agreement. As set forth in more detail below, Axces, a regulated entity, will continue to operate in all respects as it currently operates, pursuant to its present operating authority and tariffs. As a regulated telecommunications provider, Axces hereby seeks Commission approval of the Agreement, which will result in a change in ownership of the stock of Axces.

Commission approval of the proposed Agreement will be beneficial to the involved companies as well as their customers, primarily due to the enhanced overall financial strength of the combined companies which will result from the transaction. Approval of the proposed Agreement will not in any way be detrimental to the public interests of the State of Florida. The customers of Axces will continue to receive the same high quality service presently rendered to them.

¹ A draft copy of the proposed Share Exchange Agreement is attached hereto as Exhibit "A."

In support of this Application, Applicant shows the following:

I. THE PARTIES

1. Axces, Inc. is a privately held Delaware corporation with principal offices located at 2500 Wilcrest, Suite 540, Houston, Texas 77042. Axces is a non-dominant carrier that resells domestic and international long distance service purchased from various facilities based carriers pursuant to the FCC's *Competitive Carrier* policies. In the State of Florida, Axces operates under the fictitious name of "Axces of Delaware, Inc.," which name is properly recorded in this State.

2. Axces is authorized by the FCC to offer domestic interstate and international services in all fifty (50) states and the District of Columbia as a non-dominant carrier. Axces currently originates interstate traffic in fifty (50) states and the District of Columbia, and provides intrastate service, pursuant to certification, registration or tariff requirements, or on an unregulated basis, in fifteen (15) states. Axces has applications for certification pending in an additional three (3) states, where it intends to do business following certification. Axces is a certificated carrier in the State of Florida.²

3. MTM Holdings Corporation is a privately held Texas corporation with principal offices located at 2500 Wilcrest, Suite 540, Houston, Texas 77042. Holdings is a holding company formed to facilitate fundraising efforts and access to capital, as well as to promote access to other synergistic business operations. Holdings does not operate as a regulated public service entity.

4. Pursuant to the transaction which is the subject of this Application, Holdings will acquire all of the issued and outstanding shares of stock of Axces. Axces will continue to operate as

² In Florida, Axces provides intrastate telecommunications services pursuant to Certificate of Public Convenience and Necessity Number 4731. See matter entitled "Application for Authority to Provide Interexchange Telecommunications Within the State of Florida," Docket Number 960748-T1, effective date September 4, 1996.

a regulated entity pursuant to its present certifications, registrations, tariff requirements and rate structures, or on an unregulated basis, pursuant to applicable law.

II. DESIGNATED CONTACT

5. The designated contact for questions concerning this Application is:

Edward P. Gothard, Esquire
(Of Counsel) Nowalsky & Bronston
3500 North Causeway Boulevard
Suite 1442
Metairie, Louisiana 70002
Telephone: (504) 832-1008
Telephone: (504) 832-1984
Telecopier: (504) 831-0892

III. REQUEST FOR PERMISSION TO CONSUMMATE THE AGREEMENT

6. At the present time, Holdings is a non-regulated entity operating as a holding company to facilitate access to capital funding and to use economies of scale to benefit its affiliated companies. Axces is a regulated entity providing 1+ services to its customers. By virtue of this transaction, and the resulting association of the two (2) corporate entities, both companies will realize economic, marketing and administrative efficiencies.

7. Applicant accordingly proposes a transaction which will accomplish the following:
- (a) Holdings will acquire all of the issued and outstanding shares of the stock of Axces;
 - (b) As a result of the transaction, Axces will become a wholly owned subsidiary of Holdings;
 - (c) Axces shall maintain its present distinct corporate identity, and shall continue to operate as a regulated entity pursuant to its present certifications, registrations, tariff requirements and rate structures, or on an unregulated basis, as provided by and pursuant to applicable law; and
 - (d) The present stockholders of Axces will receive a designated number of shares of the common stock of Holdings, as set forth in the Agreement.

8. It is respectfully represented herein that the transfer of stock as outlined above represents transactions made for fair and due consideration to the stockholders of both Holdings and Axces.

9. The technical, managerial and financial personnel of Axces will remain the same after the transaction, and the customers of Axces will be provided services with the same high level of expertise currently in place.

10. The practical effect of the merger is a change in ownership of the common stock of Axces. Axces will continue to operate in all respects as it presently operates.

IV. PUBLIC INTEREST CONSIDERATIONS

11. Critical to the proposed transaction is the need to ensure the continuation of high quality service to all customers currently served by Axces. The proposed transaction will serve the public interest for the following reasons:

- (a) First, the transaction will enhance the operating efficiencies, including market efficiencies, of Axces.
- (b) Second, it will increase the appeal to present and potential customers of Axces as this entity can provide communications services to its customers in a more cost-effective manner due to its ability to utilize its enhanced financial strength to lower its own transport costs.
- (c) Finally, it may result in the ability of Axces to operate in a more strategic and cost effective manner due to its improved access to capital, as operating needs may dictate, which will insure the ability of Axces to provide services to its customers at competitive prices.

12. Accordingly, the requested transaction will serve to create a heightened level of operating efficiency which generally will serve to enhance the overall capacity of Axces to compete in the marketplace and to provide telecommunications services for Florida customers at competitive rates.

V. CONCLUSION

13. WHEREFORE, for the reasons stated herein, Applicant respectfully requests that the Commission authorize the shareholders of Axces to consummate the Agreement as described above.

DATED this 30 day of December, 1996.

Respectfully submitted,

E. Gothard

Edward P. Gothard, Esquire
(Of Counsel) Nowalsky & Bronston
3500 North Causeway Boulevard
Suite 1442
Metairie, Louisiana 70002
(504) 832-1008
(504) 832-1984

FOUR STAR BOND
SOUTHWORTH CO. U.S.A.
25% COTTON FIBER

STATE OF LOUISIANA
PARISH OF JEFFERSON

VERIFICATION

I, Timothy J. Till, am the President of Axces, Inc., and am authorized to make this verification on its behalf. The statements made in the foregoing Application are true of my own knowledge, except as to those matters which are therein stated on information and belief, and as to those matters I believe them to be true.

By: Timothy J. Till
Name: Timothy J. Till
Title: President

Sworn to and subscribed before me, Notary Public, in and for the State and Parish named above, this 30 day of December, 1996.

Edward P. Gothard
Notary Public

My Commission is issued for life:

EDWARD P. GOTHARD

Notary Public, State of Louisiana
My Commission is issued for life.

EXHIBIT "A"

SHARE EXCHANGE AGREEMENT

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SHARE EXCHANGE AGREEMENT

among

MTM HOLDINGS CORPORATION

MICHAEL AVIGNON

and

TIMOTHY J. TILL

dated

December 23, 1996

SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT dated as of December 23, 1996, is by and among MTM HOLDINGS CORPORATION ("Holdings"), and MICHAEL AVIGNON and TIMOTHY J. TILL (collectively, the "Shareholders"), as the sole shareholders of Axces, Inc., a Delaware corporation ("Axces").

WHEREAS, each of the Shareholders desires to convey to Holdings all of the shares which such Shareholder owns in Axces in exchange for newly issued shares in Holdings, all pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants contained herein, the Parties hereby stipulate and agree as follows:

SECTION 1

DEFINITIONS

1.1 Specific Definitions. As used herein the following terms shall have the meanings as defined below:

Affiliate shall mean any Person, which is an "affiliate" within the meaning of the regulations promulgated under the Securities Act of 1933, as such regulations and act are amended and in effect on the date in question.

Agreement shall mean this Share Exchange Agreement, including the Exhibits and Schedules attached hereto, as amended, modified and supplemented from time to time.

Assets means properties, privileges, rights, interests and claims for interests therein, tangible and intangible, of every type and description, to and including, trademarks, trade names, labels and brands of a specified Person (and its Subsidiaries, if any).

Avignon shall mean Michael Avignon, in his individual capacity.

Axces shall mean Axces, Inc., a Delaware corporation.

Axces Financial Statements shall mean the balance sheets and statements of income, stockholders equity and cash flow set forth on Schedule 3.5 as described in Section 3.5.

Axces Shares shall mean the shares of common stock, par value \$1.00 per share, of Axces.

Benefit Plan shall mean any pension, profit sharing, savings, bonus, incentive, option insurance, welfare or other employee benefit plans or arrangements providing for employee remuneration or benefits.

Books and Records shall mean all existing accounting, tax, business, marketing, corporate and other files, documents, instruments, papers, books and records, including without limitation, financial statements, budgets, ledgers, journals, deeds, titles, policies, manuals, minute books, stock certificates and books, stock transfer ledgers, Contracts, franchises, Permits, customer lists, supplier lists, reports, computer files, retrieval programs, operating data or plans, and environmental studies or plans.

Business Condition shall mean the financial or other condition, results of operations, assets, or prospects of a specified Person.

Claims shall mean any loss, cost (including attorneys fees), damages, expenses, actions, suits, proceedings, judgments, claims, and liabilities of any nature whatsoever.

Closing shall mean the closing of the purchase and sale of the Shares as contemplated by this Agreement.

Closing Date shall have the meaning set forth in Section 9.1.

Code shall mean the Internal Revenue Code of 1986, as amended.

Contracts shall mean any contract or instrument, including without limitation, any mortgages, deeds of trust, notes or guarantees, leases, pledges, liens, charges or conditional sales agreements to which a specified Person is a party or by which any of its Assets may be bound.

ERISA shall mean the Employee Retirement Income Security Act of 1974.

Holdings shall mean MTM Holdings Corporation, a Texas corporation.

Holdings Financial Statements shall mean the balance sheets and statements of income, stockholders equity and cash flow set forth on Schedule 4.4 as described in Section 4.4.

Holdings Shares shall mean shares of common stock, par value \$.01 per share, of Holdings.

Inventory shall mean all raw materials, work in process and finished goods of a specified Person.

Law means applicable state and federal law and rules and regulations promulgated thereunder.

Parties shall mean the Persons set forth in the recital of the parties to this Agreement.

Permit shall mean any license, permit, franchise, authority or consent of a governmental agency.

Person means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government (or agency or political subdivision thereof).

Proceeding means any action, suit, claim, investigation, review or other proceeding, at law or in equity, before any federal, state, municipal or other governmental court, department, commission, board, bureau, agency or other instrumentality.

Securities Act shall mean the Securities Act of 1933, as amended, including the rules and regulations promulgated pursuant thereto.

Shares shall mean, collectively, the Axes Shares held by the Shareholders.

Subsidiary shall mean, on the date in question, any Person, of which an aggregate of fifty percent (50%) or more of the stock of any class or classes (or equivalent interests) of which is owned of record or beneficially, directly or indirectly by a specified Person, if such specified Person (a) is ordinarily, in the absence of contingencies, entitled to vote for the election of a majority of directors (or individuals performing similar functions) of such Person, even though the right to so vote has been suspended by the happening of such a contingency; or (b) is entitled, as such holder, to vote for the election of a majority of the directors (or individuals performing similar functions) of such Person, whether or not the right to so vote exists by reason of the happening of any contingency.

Tax shall mean any federal, state, local, domestic or foreign income tax, premium tax, ad valorem tax, excise tax, sales tax, use tax, franchise tax, employment, payroll or withholding tax, real or personal property tax, windfall profits tax, transfer tax, or other tax, together with and including, without limitation, any and all interest, fines, penalties, assessments, and additions to tax resulting from, relating to, or incurred in connection with any such tax or any contest or dispute thereof.

Till shall mean Timothy J. Till, in his individual capacity.

1.2 Accounting Terms. As used herein, the term GAAP shall mean generally accepted accounting principles, applied on a consistent basis, (a) as set forth in the opinions of the Accounting Principles Board of the American Institute of Certified Public Accountants ("AICPA") and/or statements/interpretations of the Financial Accounting Standards Boards which are applicable in the circumstances as of the date in question, and (b) which were not inconsistent with such opinions and statements, as set forth in other AICPA publications and guidelines and/or which otherwise arise by custom for the particular industry; and the requisite that such principles be applied on a consistent basis means that the accounting principles in a current period are comparable in all material respects to those applied in a preceding period. All accounting and financial terms used in this Agreement and the compliance with each covenant contained in this Agreement relates to financial matters to be determined in accordance with GAAP, except to the extent that a deviation therefrom is expressly stated in this Agreement.

1.3 Other Terms. Other terms may be defined elsewhere in the text of this Agreement and shall have the meaning indicated throughout this Agreement.

1.4 Other Definitional Provisions.

(a) The words "hereof", "herein", and "hereunder" and words of similar import, when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(b) The terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa.

SECTION 2

EXCHANGE OF SHARES

2.1 Exchange of Shares. Subject to the terms and conditions set forth in this Agreement, each Shareholder agrees to transfer and convey the Shares owned of record and beneficially by such Shareholder to Holdings, and Holdings agrees to acquire the Shares from such Shareholder.

2.2 Exchange Rate. As full payment for the transfer of the Shares by each Shareholder to Holdings, Holdings shall deliver at the Closing, an aggregate of 75,000 newly issued Holdings Shares, which shall be issued to the Shareholders in the amounts set forth below:

Avignon	37,500 Shares
Till	37,500 Shares

2.3 Tax Treatment. Holdings and the Shareholders intend the exchange of the Shares and the Holdings Shares as set forth herein to be a transaction exempt from taxation pursuant to Section 368 of the Code. Holdings and the Shareholders shall take such actions and execute and deliver such additional documents as necessary to insure the treatment of the exchange of Shares consistent with such intent.

SECTION 3

REPRESENTATIONS AND WARRANTIES OF SHAREHOLDERS

The Shareholders hereby represent and warrant to Holdings as follows:

3.1 Organization. Axces is a corporation duly organized, validly existing, and in good standing under the Laws of the State of Delaware, has all necessary power to own its assets and to carry on its business as presently conducted, and is duly qualified to do intrastate business and is in good standing in each jurisdiction in which the nature of the business of Axces or of its properties makes such qualification necessary.

3.2 Capital. The authorized capital stock of Axces consists of 1,000 shares of common stock, having a par value of \$1.00 each, of which 1,000 shares are issued and outstanding. All the Shares are validly issued, fully paid and non-assessable. There are no

outstanding subscriptions, options, rights, warrants, convertible securities, or other agreements or commitments obligating the Company to issue or to transfer from treasury any additional shares of its capital stock of any class.

3.3 Title. Each Shareholder is the owner, beneficially and of record, of all the Shares set forth opposite his name on the signature pages hereof, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges and restrictions, other than the restriction set forth on the reverse side of the certificates provided to Holdings to evidence the Shares.

3.4 Subsidiaries. Axces does not own, directly or indirectly, any interest or investment (whether equity or debt) in a Subsidiary.

3.5 Axces Financial Statements. Attached hereto as Schedule 3.5 are the balance sheet of Axces as of December 31, 1995 and the related statements of income, stockholders equity and cash flow for the year ending on such date, certified by Pannell Kerr Forster of Texas, P.C., the independent public accounts for Axces, whose opinions with respect to such financial statements are included therein. The Axces Financial Statements are true and correct and have been prepared in accordance with GAAP consistently followed by Axces throughout the periods indicated, and fairly present the financial position of Axces as of the respective dates of the balance sheets included in the Axces Financial Statements, and the results of its operations for the respective periods indicated.

3.6 Absence of Changes. Since December 31, 1995, there has not been any:

(i) Material adverse changes in the Business Condition of Axces;

(ii) Destruction, damage to, or loss of any Asset of Axces or (whether or not covered by insurance) that materially and adversely affects the Business Condition of Axces;

(iii) Other event or condition of any character that has or might reasonably have a material and adverse effect on the Business Condition of Axces;

3.7 Absence of Undisclosed Liabilities. Axces has no debt, liability, or obligation of any nature, whether accrued, absolute, contingent or otherwise, and whether due or to become due, that is not reflected or reserved against in the Axces Financial Statements, except for those that may have been incurred after the date of the Axces Financial Statements. All debts, liabilities and obligations incurred after that date were incurred in the ordinary course of business, and are usual and normal in amount both individually and in the aggregate.

3.8 Tax Returns. Within the times and in the manner prescribed by Law, Axces has filed all federal, state and local Tax returns required by Law and has paid all Taxes, assessments and penalties due and payable, except for such filing and payments the resolution of which is not expected to have a material adverse effect upon Axces. The provisions for Taxes reflected in the Axces Financial Statements are adequate for any and all federal, state, county and local Taxes for the period ending on the date of the Axces Financial Statements and for all prior

periods, whether or not disputed. There are no present disputes as to Taxes of any nature payable by Axces.

3.9 Real Property. All the leases of Axces are valid and in full force, and there does not exist any default or event that with notice or lapse of time, or both, would constitute a default under any of these leases.

3.10 Inventory. The Inventory shown on the Axces Financial Statements consist of items of a quality and quantity usable and saleable in the ordinary course of business by Axces. All items included in Inventory are the property of Axces, except for sales made in the ordinary course of business since the date of the Axces Financial Statements; for each of these sales either the purchaser has made full payment or the purchaser's liability to make payment is accurately reflected in the books of Axces.

3.11 Tangible Personal Property. The tangible personal property reflected in the Axces Financial Statements and Books and Records of Axces constitute all such tangible personal property necessary for the conduct by Axces of its businesses as now conducted.

3.12 Accounts Receivable. The accounts receivable reflected in the Axces Financial Statements, and all accounts receivable of Axces created after the date thereof, arose from valid sales in the ordinary course of business.

3.13 Trade Names and Rights. Axces owns or has proper licenses for all trademarks, service marks, trade names or copyrights, which are necessary in the operation of its business.

3.14 Trade Secrets. Axces is the sole owner of each of the trade secrets, including all secrets, formula, customer lists, processes, know-how, programs, routines and other technical data used in the operation of its business. Axces has taken all reasonable security measures to protect the secrecy, confidentiality, and value of these trade secrets; any of the employees of Axces and any other persons who, either alone or in concert with others, developed, invented, discovered, derived, programmed or designed these secrets, or who have knowledge of or access to information relating to them, have been put on notice and, if appropriate, have entered into agreements that these secrets are proprietary to Axces and not to be divulged or misused.

3.15 Contracts and Permits. Each Contract and Permit of Axces is valid and binding upon each party thereto and is in full force and effect according to its terms, and there have been no amendments, modifications or supplements thereto. Except as set forth on Schedule 3.15, there is no default or claim of default under any Contract or Permit of Axces and no event has occurred which, with the passage of time or the giving of notice (or both), would constitute a default by Axces or any other party thereto under any Contract or Permit of Axces, or would permit modification, acceleration or termination of any Contract or Permit of Axces, on Schedule 3.15, none of the Contracts or Permits of Axces will require the consent of or notice to any Person thereto with respect to any of the transactions contemplated hereby. None of the Permits of Axces requires the payments of any further fees except as listed on Schedule 3.15, nor do any facts or circumstances exist which would indicate that Axces will not be entitled to renew

any Permit of Axces upon its expiration or would be required to pay an extraordinary fee or change in connection therewith. Except for the Permits of Axces listed on Schedule 3.15, no other Permit is required for the operation of the businesses of Axces as presently conducted.

3.16 Title to Assets. Axces has good and marketable title to its Assets. All tangible personal property included in the Assets of Axces is in good operating condition and repair, ordinary wear and tear excepted. Neither the Shareholders, nor any officer, director or employee of Axces nor any spouse, child or other relative of any of these Persons, owns, or has any interest, directly or indirectly, in any of the Assets of Axces.

3.17 Insurance Policies. Axces has maintained and now maintains (i) insurance on all of its Assets and businesses of a type customarily insured, covering property damage and loss of income by fire or other casualty; and (ii) adequate insurance protection against all liabilities, claims, and risks against which it is customary to insure.

3.18 Labor Relations: Employees. Axces has paid all salaries and wages accrued to the present to or for the benefit of its employees and has complied in all respects with all applicable Laws relating to the employment of labor, including those relation to wages, hours, collective bargaining and the payment and withholding of Taxes, and has withheld and paid to the appropriate governmental authority, or is holding for payment not yet due to such authority, all amounts required by law or agreement to be withheld from the wages or salaries of such employees. There has been no adverse change in the relationship of Axces with its employees (including any threatened union organization) nor any strike, work stoppage or labor disturbance by any such employees or any other third-party employees performing services, and Axces is not aware of any indication that such a change, strike or labor disturbance is likely.

3.19 Benefit Plans. Axces does not have a Benefit Plan within the meaning of Sections 3(2) and 3(37)(A) of ERISA.

3.20 Litigation.

(a) Axces is not engaged in, or to the best of Shareholders' or Axces's knowledge, threatened with any Proceeding;

(b) Axces has not committed any act which would give rise to any Proceeding;
and

(c) No investigation of or Claims against of the officers and directors of Axces arising as a result of the status as such officers or directors, is pending, and, to the best of Shareholder' and Axces's knowledge, there is no investigation of or any Claim against any agent of Axces arising as a result of his status as an agent of Axces pending or threatened by any Person.

3.21 Absence of Sensitive Payments. Neither Shareholders nor Axces, or to the best of knowledge of Shareholders or Axces, have any of their respective Affiliates, directors, officers, agents, stockholders or employees:

(a) made or has agreed to make any contributions, payments, or gifts of funds or property through any governmental official, employee or agent where either the payment or purpose of such contribution, payment or gift was or is illegal under the Laws of the United States, or any state thereof, or any other jurisdiction (foreign or domestic);

(b) established or maintained any unrecorded fund or asset for any purpose, or has made any false or artificial entries on any of its books or records for any reason; or

(c) made or had agreed to make any contribution or expenditure, or has reimbursed any political gift or contribution or any expenditure made by any other Person to candidates for public office, whether federal, state or local (foreign or domestic) where such contributions were or would be in violation of applicable Law.

3.22 Compliance with Laws. Axces has at all times complied with all applicable Laws, except for such failure to comply which would not have a material adverse effect upon Axces.

3.23 No Breach or Violation. Except for those events or defaults which would not, individually or in the aggregate have an adverse effect upon Axces, the consummation of the transactions contemplated by this Agreement will not result in or constitute any of the following: (i) a breach of any term or provision of this Agreement; (ii) a default or an event that, with notice or lapse of time or both, would be a default, breach or violation of the certificate of incorporation or by-laws of Axces or any Contract or Permit of Axces; (iii) an event that would permit any party to terminate any Contract or Permit or to accelerate the maturity of any indebtedness or other obligation of Axces; or (iv) the creation or imposition of any lien, charge or encumbrance on any of the Assets of Axces.

3.24 Authority. Each Shareholder has the right, power, legal capacity and authority to execute, deliver, and perform its this Agreement, and no approvals or consents of any persons are necessary in connection with it. Such execution, delivery and performance (i) have been duly authorized by all necessary action; and (ii) do not and will not require the approval of any Person whose approval has not been obtained, or the filing or declaration with any Person.

3.25 Valid and Binding Obligations. This Agreement and each of the documents and instruments to be executed by each Shareholder pursuant to this Agreement when so delivered will constitute the legal, valid and binding obligations of such Shareholder enforceable against such Shareholder in accordance with this Agreement's and each such document's and instrument's respective terms.

3.26 Affiliate Transactions. Neither Shareholder, nor any officer, director or employee of Axces nor any spouse or child of any of them, has any direct or indirect interest in any competitor, supplier or customer of Axces or in any person from whom or to whom Axces leases any real or personal property, or in any other person with whom Axces is doing business.

3.27 Books and Records. Holdings has been furnished for its examination correct and complete (i) copies of the certificate of incorporation and by-laws of Axces; (ii) the minute books of Axces containing all records required to be set forth of all proceedings, consents, actions and meetings of the Shareholders and boards of directors of Axces; (iii) the stock transfer

books of Axces setting forth all transfers of any capital stock; and (iv) all other documentation with respect to corporate proceedings and policies of Axces. The Books and Records of Axces accurately reflect in all material respects the business, financial condition and results of operations of Axces, have been maintained in all material respects in accordance with good business and bookkeeping practices.

3.28 Brokers. All negotiations relating to this Agreement and the transactions contemplated hereby have been carried out without the intervention of any person acting on behalf of Shareholders in such manner as to give rise to any valid claim for any commission, or other fee, against Holdings, Shareholders or Axces.

3.29 Investment Intent. The Holdings Shares being acquired pursuant to this Agreement by the Shareholders are being acquired for investment by each such Shareholder for its own account and not with a view to or for resale in connection with the distribution of such Holdings Shares within the meaning of the Securities Act, and each such Shareholder understands that the Holdings Shares acquired pursuant hereto may not be sold, transferred or otherwise disposed of without registration under the Securities Act, any applicable state securities laws or pursuant to one or more exemptions therefrom.

3.30 Full Disclosure. None of the representations and warranties made by Shareholders, or made in any certificate, document, instrument or other writing furnished or to be furnished by Shareholders or Axces, or on their behalves, contain or will contain any untrue statement of material fact, or omit any material fact the omission of which would be misleading. Any item disclosed by Shareholders in this Agreement or the Schedules hereto shall be deemed to be disclosed only in connection with the specific representation to which it is specifically referred. Except as disclosed in this Agreement or in the Schedules hereto there is no fact, circumstance or condition which does or could reasonably be expected to adversely affect the Business Condition of Axces.

3.31 Truth of Representations and Warranties. All of the representations and warranties of the Shareholders contained in this Agreement or in any certificate, document, instrument or other writing furnished or to be furnished by Shareholders or Axces shall be true as of the date of this Agreement and shall be deemed to have been made again at and as of the Closing Date, and shall then be true and correct in all respects.

SECTION 4

REPRESENTATIONS AND WARRANTIES OF HOLDINGS

Holdings hereby represents and warrants to Shareholders as follows:

4.1 Organization. Holdings is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Texas, has all necessary power to own its assets and to carry on their business as presently conducted, and is or will be, upon appropriate filings, duly qualified to do intrastate business and in good standing in each jurisdiction where the nature of the business of Holdings or of its properties makes such qualification necessary.

4.2 Capital. The authorized capital stock of Holdings consists of (i) 500,000 shares of preferred stock, having a par value of \$0.01 each, of which no shares are issued or outstanding, and (ii) 2,000,000 shares of common stock, having a par value of \$0.01 each, of which 25,000 shares are issued and outstanding. All the Shares are validly issued, fully paid and non-assessable. Except as set forth in this Agreement, there are no outstanding subscriptions, options, rights, warrants, convertible securities, or other agreements or commitments obligating the Company to issue or to transfer from treasury any additional shares of its capital stock of any class.

4.3 Subsidiaries. The Subsidiaries of Holdings are as set forth on Schedule 4.3 hereto.

4.4 Holdings Financial Statements. Attached hereto as Schedule 4.4 are the balance sheet of International Printing & Publishing, L.P. ("IPP"), the sole operating Subsidiary of Holdings, as of December 31, 1995 and the related statements of income, stockholders equity and cash flow for the year ending on such date, certified by Pannell Kerr Forster of Texas, P.C., the independent public accounts for IPP, whose opinions with respect to such financial statements are included therein. Also included in Schedule 4.4 are the balance sheets of International Printing & Publishing Holdings Corporation, Printco Holdings, Inc. and Printco Holdings, L.P., which are the only Subsidiaries of Holdings other than IPP. No financial statements have been prepared for Holdings as of the date of this Agreement. The Holdings Financial Statements are true and correct and have been prepared in accordance with GAAP consistently followed by Holdings and its Subsidiaries throughout the periods indicated, and fairly present the financial position of Holdings and its Subsidiaries as of the respective dates of the balance sheets included in the Holdings Financial Statements, and the results of its operations for the respective periods indicated.

4.5 Absence of Changes. Since December 31, 1995, there has not been any:

(i) Material adverse changes in the Business Condition of Holdings and its Subsidiaries;

(ii) Destruction, damage to, or loss of any Asset of Holdings and its Subsidiaries or (whether or not covered by insurance) that materially and adversely affects the Business Condition of Holdings and its Subsidiaries;

(iii) Other event or condition of any character that has or might reasonably have a material and adverse effect on the Business Condition of Holdings and its Subsidiaries;

4.6 Absence of Undisclosed Liabilities. Each of Holdings and its Subsidiaries has no debt, liability, or obligation of any nature, whether accrued, absolute, contingent or otherwise, and whether due or to become due, that is not reflected or reserved against in the Holdings Financial Statements, except for those that may have been incurred after the date of the Holdings Financial Statements. All debts, liabilities and obligations incurred after that date were incurred in the ordinary course of business, and are usual and normal in amount both individually and in the aggregate.

4.7 Tax Returns. Within the times and in the manner prescribed by Law, Holdings and its Subsidiaries has filed all federal, state and local Tax returns required by Law and has (have) paid all Taxes, assessments and penalties due and payable, except for such filing and payments the resolution of which is not expected to have a material adverse effect upon Holdings and its Subsidiaries, Inc. The provisions for Taxes reflected in the Holdings Financial Statements are adequate for any and all federal, state, county and local Taxes for the period ending on the date of the Holdings Financial Statements and for all prior periods, whether or not disputed. There are no present disputes as to Taxes of any nature payable by Holdings and its Subsidiaries.

4.8 Real Property. All the leases of Holdings and its Subsidiaries are valid and in full force, and there does not exist any default or event that with notice or lapse of time, or both, would constitute a default under any of these leases.

4.9 Inventory. The Inventory shown on the Holdings Financial Statements consist of items of a quality and quantity usable and saleable in the ordinary course of business by Holdings and its Subsidiaries. All items included in Inventory are the property of Holdings and its Subsidiaries, except for sales made in the ordinary course of business since the date of the Holdings Financial Statements; for each of these sales either the purchaser has made full payment or the purchaser's liability to make payment is accurately reflected in the books of Holdings and its Subsidiaries.

4.10 Tangible Personal Property. The tangible personal property reflected in the Holdings Financial Statements and books and records of Holdings and its Subsidiaries constitute all such tangible personal property necessary for the conduct by Holdings and its Subsidiaries of their respective businesses as now conducted.

4.11 Accounts Receivable. The accounts receivable reflected in the Holdings Financial Statements, and all accounts receivable of Holdings and its Subsidiaries created after the date thereof, arose from valid sales in the ordinary course of business.

4.12 Trade Names and Rights. Holdings and its Subsidiaries own, or have proper licenses, for all trademarks, service marks, trade names or copyrights, which are necessary in the operation of their respective businesses.

4.13 Trade Secrets. Each of Holdings and its Subsidiaries is the sole owner of each of the trade secrets, including all secrets, formula, customer lists, processes, know-how, programs, routines and other technical data used in the operation of its respective businesses. Holdings and its Subsidiaries have taken all reasonable security measures to protect the secrecy, confidentiality, and value of these trade secrets; any of their respective employees and any other persons who, either alone or in concert with others, developed, invented, discovered, derived, programmed or designed these secrets, or who have knowledge of or access to information relating to them, have been put on notice and, if appropriate, have entered into agreements that these secrets are proprietary to Holdings and its Subsidiaries and not to be divulged or misused.

4.14 Contracts and Permits. Each Contract and Permit of Holdings and its Subsidiaries is valid and binding upon each party thereto and is in full force and effect according to its terms, and there have been no amendments, modifications or supplements thereto. Except

as set forth on Schedule 4.15, there is no default or claim of default under any Contract or Permit of Holdings and its Subsidiaries and no event has occurred which, with the passage of time or the giving of notice (or both), would constitute a default by Holdings and its Subsidiaries or any other party thereto under any Contract or Permit of Holdings and its Subsidiaries, or would permit modification, acceleration or termination of any Contract or Permit of Holdings and its Subsidiaries, or result in the creation of any lien or encumbrance on any of the Assets of Holdings and its Subsidiaries. Except as indicated on Schedule 4.15, none of the Permits or Contracts of Holdings and its Subsidiaries will require the consent of or notice to any Person thereto with respect to any of the transactions contemplated hereby. None of the Permits of Holdings and its Subsidiaries requires the payments of any further fees except as listed on Schedule 4.15, nor do any facts or circumstances exist which would indicate that Holdings and its Subsidiaries will not be entitled to renew any Permit of Holdings and its Subsidiaries upon its expiration or would be required to pay an extraordinary fee or change in connection therewith. Except for the Permits of Holdings and its Subsidiaries listed on Schedule 4.15, no other Permit of Holdings and its Subsidiaries is required for the operation of the businesses of Holdings or its Subsidiaries as presently conducted.

4.15 Title to Assets. Holdings and its Subsidiaries has good and marketable title to their respective Assets. All tangible personal property included in the Assets of Holdings and its Subsidiaries is in good operating condition and repair, ordinary wear and tear excepted. Neither the shareholder of Holdings, nor any officer, director or employee of Holdings and its Subsidiaries nor any spouse, child or other relative of any of these Persons, owns, or has any interest, directly or indirectly, in any of the Assets of Holdings and its Subsidiaries.

4.16 Insurance Policies. Each of Holdings and its Subsidiaries has maintained and now maintains (i) insurance on all its Assets and businesses of a type customarily insured, covering property damage and loss of income by fire or other casualty; and (ii) adequate insurance protection against all liabilities, claims, and risks against which it is customary to insure.

4.17 Labor Relations: Employees. Each of Holdings and its Subsidiaries has paid all salaries and wages accrued to the present to or for the benefit of its employees and has complied in all respects with all applicable Laws relating to the employment of labor, including those relation to wages, hours, collective bargaining and the payment and withholding of Taxes, and has withheld and paid to the appropriate governmental authority, or is holding for payment not yet due to such authority, all amounts required by law or agreement to be withheld from the wages or salaries of such employees. There has been no adverse change in the relationship of each of Holdings and its Subsidiaries with its employees (including any threatened union organization) nor any strike, work stoppage or labor disturbance by any such employees or any other third-party employees performing services, and each of Holdings and its Subsidiaries is not aware of any indication that such a change, strike or labor disturbance is likely.

4.18 Benefit Plans. Each of Holdings and its Subsidiaries does not have a Benefit Plan within the meaning of Sections 3(2) and 3(37)(A) of ERISA, except for the 401K Plan and the Flexible Benefits Plan of IPP which IPP has maintained in compliance with all funding requirements and Laws applicable to such Plans.

4.19 Litigation. Except as set forth on Schedule 4.19:

(a) Holdings and its Subsidiaries is not engaged in, or to the best of Shareholders' or Holdings and its Subsidiaries's knowledge, threatened with any Proceeding;

(b) Holdings and its Subsidiaries has not committed any act which would give rise to any Proceeding;

(c) No investigation of or Claims against of the officers and directors of Holdings and its Subsidiaries arising as a result of the status as such officers or directors, is pending, and, to the best of Holdings and its Subsidiaries's knowledge, there is no investigation of or any Claim against any agent of Holdings and its Subsidiaries arising as a result of his status as an agent of Holdings and its Subsidiaries pending or threatened by any Person.

4.20 Absence of Sensitive Payments. Neither Holdings nor its Subsidiaries, or to the best of knowledge of Holdings and its Subsidiaries, have any of their respective Affiliates, directors, officers, agents, stockholders or employees:

(a) made or has agreed to make any contributions, payments, or gifts of funds or property through any governmental official, employee or agent where either the payment or purpose of such contribution, payment or gift was or is illegal under the Laws of the United States, or any state thereof, or any other jurisdiction (foreign or domestic);

(b) established or maintained any unrecorded fund or asset for any purpose, or has made any false or artificial entries on any of its books or records for any reason; or

(c) made or had agreed to make any contribution or expenditure, or has reimbursed any political gift or contribution or any expenditure made by any other Person to candidates for public office, whether federal, state or local (foreign or domestic) where such contributions were or would be in violation of applicable Law.

4.21 Compliance with Laws. Each of Holdings and its Subsidiaries has at all times complied with all applicable Laws, except for such failure to comply which would not have a material adverse effect upon Holdings and its Subsidiaries, taken as a whole.

4.22 No Breach or Violation. The consummation of the transactions contemplated by this Agreement will not result in or constitute any of the following: (i) a breach of any term or provision of this Agreement; (ii) a default or an event that, with notice or lapse of time or both, would be a default, breach or violation of the articles of incorporation or bylaws of Holdings or any agreement, license or permit to which Holdings is a party or by which it is bound; (iii) an event that would permit any party to terminate any agreement or accelerate the maturity of any indebtedness or other obligation of Holdings.

4.23 Authority. Holdings has the right, power, legal capacity and authority, to execute, deliver and perform this Agreement and other instruments and documents required or contemplated to be executed, delivered and performed by it under this Agreement. Such execution, delivery and performance (i) have been duly authorized by all necessary action, and (ii) do not and will not require the approval of any Person whose approval has not been obtained.

4.24 Valid and Binding Obligation. This Agreement and each of the documents and instruments to be executed by Holdings pursuant to this Agreement when so delivered will constitute the legal, valid and binding obligation of Holdings, enforceable in accordance with this Agreement's, and each such document's and instrument's respective terms.

4.25 Full Disclosure. None of the representations and warranties made by Holdings, or made in any certificate, document, instrument or other writing furnished or to be furnished by Holdings, or on its behalf, contain or will contain any untrue statement of material fact, or omit any material fact, the omission of which would be misleading. Any item disclosed by Holdings in this Agreement shall be deemed to be disclosed only in connection with the specific representation to which it is specifically referenced.

4.26 Truth of Representations and Warranties. All of the representations and warranties of the Holdings contained in this Agreement or made in certificate; document, instrument or other writing shall be true as of the date of this Agreement and shall be deemed to have been made again at and as of the Closing Date, and shall then be true and correct in all respects.

SECTION 5

COVENANTS OF SHAREHOLDERS

5.1 New Transactions: Consent. Shareholders, jointly and severally, agree to cause Axces to carry on its businesses and activities diligently and in substantially the same manner as they had previously been carried out, and shall not make agreements to any unusual or novel methods of manufacture, purchase, sale, lease, management, accounting or operation that will vary materially from those methods used by Axces as of the date of this Agreement. Axces has not and Shareholders shall not permit, without Holdings' prior written consent, Axces to do or, agree to, or suffer any transaction or condition described in Section 3.6.

5.2 Compliance with and Performance of Agreement and Laws. Shareholders shall and shall cause Axces to:

(a) perform all acts to be performed by it as contemplated by this Agreement and that may be necessary to be performed by it to keep this Agreement and the transactions contemplated by this Agreement from (i) violating any Law, or (ii) resulting in the creation of any lien, charge or encumbrance upon any of the Assets;

(b) refrain from taking any action that would in any way prevent or invalidate the consummation of the transactions contemplated by this Agreement, or that would cause or permit this Agreement and the consummation of the transactions contemplated by this Agreement to (i) violate any Law, or (ii) result in the creation of any lien, charge or encumbrance upon any of the Assets; and

(c) use their best efforts to satisfy all conditions precedent to the Closing and to obtain all consents contemplated hereby.

5.3 Maintenance of Assets. Shareholders shall and shall cause Axces and each Subsidiary to make all repairs and replacements to the Assets, necessary to preserve them in good condition, ordinary wear and tear excepted.

5.4 Business Relationships. Shareholders shall and shall cause Axces and each Subsidiary to employ their best efforts to preserve intact the existing relationships of Axces with suppliers, customers, distributors, employees and others having business relationships with Axces.

5.5 Performance of Obligations. Shareholders shall give written notice to Holdings promptly after Shareholders, Axces, or any of their respective Affiliates obtains knowledge of the occurrence, or promptly after the receipt by Shareholders, Axces, or any of their respective Affiliates of any notice or claiming or alleging the occurrence, of:

(a) any breach or default, or event which with notice, the passage of time or both might constitute a breach or default, with respect to any Contracts or Permits of Axces; or

(b) any damage or loss reasonably estimated to have a material adverse effect with respect to the Business Condition or Assets of Axces;

(c) any event or omission which would result in (i) any of Shareholders' representations and warranties contained in Section 3 of this Agreement being or becoming inaccurate or misleading or (ii) the creation of any lien (other than inchoate statutory liens with respect to obligations that are not past due) or encumbrance on any of the Assets or the Shares; or

(d) any breach by Shareholders of this Agreement.

5.6 Insurance: Loss. Shareholders shall cause Axces (and each Subsidiary) to maintain insurance with reputable insurance companies, to the extent and in the manner maintained as of the date hereof on the Assets, and Shareholders shall bear the risk of any loss or damage with respect to any Assets of Axces arising from any event occurring on or prior to the Closing Date.

5.7 Examination of Books and Records, etc. Shareholders shall and shall cause Axces to permit Holdings and its authorized representatives at all reasonable times to inspect the Assets of Axces, and to examine and make extracts from and copies of all books, documents (including without limitation all existing surveys, contracts, title documents, abstracts and opinions, lien filings and searches, papers filed in any judicial or administrative proceeding or with any public authority, demands, notices, correspondence and memoranda), records, financial information (including work papers, formal "management letters" and informal audit comments of Axces's independent public accountants, as well as internal audit reports from the internal auditors of Axces) and operations data, relating to Axces.

5.8 Further Assurances. Shareholders shall execute, acknowledge and deliver, at or at any time after the Closing, at no expense to Holdings, all such assignments, transfers, consents, instruments and other documents as Holdings may reasonably request to vest in Holdings, and to protect and assure Holdings' right, title and interest in, and enjoyment of, the Shares.

5.9 Other Matters. Shareholders shall cooperate at its expense with Holdings, both before and after the Closing, to the extent Holdings may reasonably request, in the defense of any Proceeding seeking to restrain, prohibit or invalidate the transactions contemplated by this Agreement.

5.10 Confidentiality, etc. Except for disclosures made with Holdings' consent or reasonably believed by Shareholders to be required under Law, Shareholders shall maintain, and cause all of its Affiliates, employees and representatives to maintain, in strict confidence all information with respect to this Agreement and the transactions contemplated by this Agreement and all information of any kind received from Holdings or its Affiliates and representatives with respect to the business and financial condition of Holdings or its Affiliates. Any written or other recording of such information received from Holdings or its Affiliates and representatives, and all copies of such information, shall be delivered by Shareholders to Holdings within ten (10) business days after the Closing Date if for any reason the Closing shall not occur on the Closing Date. From and after the date hereof until the Closing Date, Shareholders shall cease and refrain from communication with any Person, with respect to the possible sale of the Shares, or the Assets to such Person.

5.11 Transfer Taxes. Shareholders shall pay any and all sales, transfer, excise, documentation, stamp tax or other applicable to the transactions contemplated here by.

SECTION 6

COVENANTS OF HOLDINGS

6.1 Compliance with and Performance of Agreement and Laws. Holdings shall:

(a) perform all acts to be performed by it as contemplated by this Agreement and that may be necessary to be performed by it to keep this Agreement and the transactions contemplated by this Agreement from violating any Law;

(b) refrain from any action that would in any way prevent or invalidate the consummation of the transactions contemplated by this Agreement, or would cause this Agreement and the consummation of the transactions contemplated by this Agreement to violate any Law; and

(c) use its best efforts to satisfy all conditions precedent to the Closing.

6.2 Notice of Default. Holdings shall give written notice to Shareholders promptly after Holdings or any of its affiliates obtains knowledge of the occurrence, or promptly after the receipt by Holdings or any of its Affiliates of any notice claiming or alleging the occurrence of:

(a) any event or omission which would result in any of Holdings' representations and warranties contained in Section 4 of this Agreement being or becoming inaccurate or misleading; or

(b) any breach by Holdings of this Agreement.

6.3 Other Matters. Holdings shall cooperate at its expense with Shareholders, both before and after the Closing, to the extent Shareholders may reasonably request, in the defense of any Proceeding seeking to restrain, prohibit or invalidate the transactions contemplated by this Agreement.

6.4 Confidentiality. Except for disclosures made with Shareholders' consent or reasonably believed by Holdings to be required under Law, Holdings shall maintain, and cause all of Affiliates, employees and representatives to maintain, in strict confidence, all information with respect to this Agreement and transactions contemplated by this Agreement and all information of any kind received from Shareholders or its Affiliates or representatives with respect to the business and financial condition of Shareholders and its Affiliates. Any written or other recording of such information received from Shareholders or its Affiliates or representatives, and all copies of such information, shall be delivered by Holdings to Shareholders within ten (10) business days of the Closing Date if the Closing shall not occur on the Closing Date.

SECTION 7

CONDITIONS PRECEDENT TO HOLDINGS' PERFORMANCE

7.1 Conditions. The obligations of Holdings to acquire the Shares under this Agreement are subject to the satisfaction, at or before the Closing Date, of all the conditions set out below in this Section 7. Holdings may waive any or all of these conditions in whole or in part without prior notice; provided, however, that no such waiver of a condition shall constitute a waiver by Holdings of any of its other rights or remedies, at Law or in equity, if Shareholders shall be in default of any of their representations, warranties or covenants under this Agreement.

7.2 Accuracy of Representations. All representations and warranties made by Shareholders or any Affiliate of Shareholders in this Agreement or in any certificate, document, instrument or other writing that shall be delivered to Holdings by or on behalf of Shareholders under this Agreement shall be true and correct on and as of the Closing Date as though made on and as of the Closing Date.

7.3 Performance of Shareholders. Shareholders shall have performed, satisfied, and complied with all covenants, agreements, and conditions required by this Agreement to be performed, satisfied or complied with by them on or before the Closing Date.

7.4 No Material Changes. There shall not have been any material adverse change in the Business Condition or the results of operations of Axces and Axces shall not have sustained any material loss or damage to its Assets, whether or not insured.

7.5 Closing Certificate. Holdings shall have received on the Closing Date a certificate or certificates, in form and substance reasonably satisfactory to Holdings, from Shareholders, and Axces, certifying the matters set forth in Section 7.2, 7.3 and 7.4 of this Agreement.

7.6 Absence of Litigation. No Proceeding pertaining to the transactions contemplated by this Agreement or to their consummation, shall have been instituted or threatened on or before the Closing Date.

7.7 Approval. The execution and delivery of this Agreement by Shareholders, and the performance of their covenants and obligations hereunder, shall have been duly authorized by all necessary action.

7.8 Consents. All necessary agreements, consents and approvals of any Persons, to the consummation by Shareholders of the transactions contemplated by this Agreement, or otherwise pertaining to the matters covered by hereby shall have been received.

7.9 Approval of Documents. The form and substance of all certificates, instruments and other documents delivered to Holdings under this Agreement shall be satisfactory in all reasonable respects to Holdings.

7.10 Governmental Approvals. All requisite governmental approvals, including without limitation approvals by state regulatory authorities relating to the Permits on Schedule 3.15, for the consummation of the transactions contemplated by this Agreement shall have been received on terms satisfactory to Holdings.

7.11 Resignations. Shareholders shall have delivered to Holdings, except as otherwise requested by Holdings, the written resignations of all the officers and directors of Axces, and will cause any other action to be taken with respect to these resignations that Holdings may reasonably request.

SECTION 8

CONDITIONS PRECEDENT TO SHAREHOLDERS' PERFORMANCE

8.1 Conditions. The obligations of Shareholders to sell and transfer the Shares under this Agreement are subject to the satisfaction, at or before the Closing Date, of all the following conditions of this Section 8. Shareholders may waive any or all of these conditions in whole or in part without prior notice; provided, however, that no such waiver of a conditions shall constitute a waiver by Shareholders of any of their other rights or remedies, at law or in equity, if Holdings shall be in default of any of its representations, warranties or covenants under this Agreement.

8.2 Accuracy of Representations. All representations and warranties by Holdings in this Agreement or in any certificate, document, instrument or other writing that shall be delivered to Shareholders by or on behalf of Holdings under this Agreement shall be true on and as of the Closing Date as though such representations and warranties were made on and as of the Closing Date.

8.3 Performance by Holdings. Holdings shall have performed, satisfied and complied with all covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by it, on or before the Closing Date. -

8.4 Closing Certificate. Shareholders shall have received on the Closing Date a certificate or certificates, in form and substance reasonably satisfactory to Shareholders, from appropriate officers of Holdings, certifying the matters set forth in 8.2 and 8.3 of this Agreement.

8.5 Absence of Litigation. No Proceeding pertaining to the transactions contemplated by this Agreement or the consummation shall have been instituted or threatened on or before to Closing Date.

8.6 Approval. The execution and delivery of this Agreement by Holdings, and the performance of its obligations and covenants under it, shall have been duly authorized by necessary action.

8.7 Consents. All necessary agreements, consents and approvals of any Persons to the consummation by Holdings of the transactions contemplated by this Agreement, or otherwise pertaining to the matters covered by it shall have been received.

8.8 Governmental Approvals. All requisite governmental approvals, including without limitation approvals by the state regulatory authorities, for the consummation of the transactions contemplated by this Agreement shall have been received.

SECTION 9

THE CLOSING

9.1 Time and Place. The Closing shall take place at the offices of Holdings at 10:00 a.m., on the first business day after all conditions are satisfied or waived not later than March 31, 1997, or at such other time and place as the Parties may agree to in writing (the "Closing Date").

9.2 Shareholders' Obligations. At the Closing, Shareholders shall deliver to Holdings, against delivery of the items specified in Section 9.3:

(i) A certificate or certificates representing the Shares registered in the name of Shareholders, duly endorsed by Shareholders for transfer or accompanied by an assignment of the Shares duly executed by Shareholders. On submission of that certificate or certificates to Axces for transfer, Axces shall issue to Holdings certificates representing the Shares registered in the name of Holdings;

(ii) The Books and Records of Axces (and Subsidiaries);

(iii) The certificate required by Section 7.5;

(iv) Copies of all governmental filings and approvals as required by Section 7.10;

(v) Except as otherwise specified by Holdings, the written resignations of all the officers and directors of Axces (and each Subsidiary) as required by Section 7.11.

9.3 Holdings' Obligations. At the Closing, Holdings shall deliver to Shareholders the following instruments and documents against delivery of the items specified in Section 9.2.

(i) A certificate or certificates representing the Holdings Shares registered in the name of each Shareholder, or set forth in Section 2.2; and

(ii) The certificate provided for in Section 8.4.

SECTION 10

POST CLOSING RIGHTS AND OBLIGATIONS

10.1 Survival of Representations and Warranties. All representations and warranties of the Shareholders and Holdings contained in this Agreement, or contained in any certificate, document, instrument or other writing delivered by any of them, or on any of their behalf shall survive the Closing for a period of two (2) years from and after the Closing Date.

10.2 General Indemnity. Shareholders, jointly and severally, shall indemnify, defend and hold harmless Holdings against and in respect of any and all Claims:

(a) It shall incur or suffer, which arise, result from or relate to any breach of, or failure by Shareholders to perform, any of its representations, warranties, covenants or agreements contained in this Agreement or in any certificate, document, instrument or other writing furnished or to be furnished by or on behalf of Shareholders to Holdings.

(b) Any Proceeding pending against Axces whether as a defendant, counterclaim, third party defendant, intervenor, or otherwise on the date of this Agreement or arising with respect to matters occurring before the Closing Date.

Notwithstanding any other provision of this Agreement, Shareholders shall not be liable to Holdings on any warranty, representation or covenant made by Shareholders in this Agreement, or under any of its indemnity in this Agreement, regarding any single Claim.

10.3 Deduction for Tax Benefits. In computing the amount to be paid by Shareholders under its indemnity obligations under Section 10.2, there shall be deducted an amount equal to any tax benefits actually received by Holdings, taking into account the income tax treatment of the receipt of these payments.

10.4 Notification by Holdings. Holdings shall promptly notify Shareholders of the existence of any Claim, to which Shareholders' indemnification obligations would apply, and shall give it a reasonable opportunity to participate in the defense of the same at its own expense

and with counsel of its own selection, provided that Holdings shall have the exclusive right to make all decisions with respect to compromise or settle of any Claim.

SECTION 11

TERMINATION AND REMEDIES

11.1 Termination. This Agreement may be terminated before the Closing:

(a) at any time after March 31, 1997, by any Party if the failure to consummate the transactions contemplated hereby on or before such date is not caused by any breach of this Agreement by the Party electing to terminate pursuant to this clause (a);

(b) at any time by mutual agreement of the Parties;

(c) at any time by Holdings if any of the conditions set forth in Section 7 shall not have been conformed or complied with before the Closing Date and such nonperformance or noncompliance shall not have been cured or eliminated by Shareholders or waived by Holdings; or

(d) at any time by Shareholders if any of the conditions set forth in Section 8 shall not have been performed or complied with before the closing date and such nonperformance or noncompliance shall not have been cured or eliminated (or by its nature cannot be cured or eliminated) by Holdings or waived by Shareholders.

11.2 Notice of Termination. Any Party electing to terminate this Agreement pursuant to Section 11.1 shall give written notice thereof to the other Party stating the provision under which this Agreement is being terminated, and the termination of this Agreement shall be effective upon such notice being given.

11.3 Effect of Termination. In the event this Agreement is terminated pursuant to Section 11.1, such termination shall be in addition to any other right or remedy either party may have for any breach by the other Party of this Agreement.

SECTION 12

GENERAL

12.1 Publicity. All notices to third parties and all other publicity concerning the transactions contemplated by this Agreement shall be jointly planned and coordinated by and between Holdings and Shareholders. None of the Parties shall act unilaterally in this regard without the prior written approval of the other Party, however, this approval shall not be unreasonably withheld.

12.2 Expenses. Each of the Parties shall pay all costs and expenses incurred or to be incurred by it in negotiation and preparation of this Agreement and in closing and carrying out the transactions contemplated by this Agreement.

12.3 Headings. The subject headings of the sections and subsections of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

12.4 Modification and Waiver. This Agreement constitutes the entire agreement between Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

12.5 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument; but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

12.6 Rights of Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any Persons other than the Parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any Persons to any Party to this Agreement, nor shall any provision give any Persons any right of subrogation or action over against any Party to this Agreement.

12.7 Assignment. This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective heirs, legal representatives, successors and assigns; provided, however, Holdings may not assign any of its rights under it, except to a wholly-owned subsidiary corporation of Holdings. No such assignment by Holdings to its wholly-owned subsidiary shall relieve Holdings of any of its obligations or duties under this Agreement.

12.8 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

if to the Shareholders, to:

Michael Avignon
Axces, Inc.
2500 Wilcrest, Suite 540
Houston, TX 77042; and to

Timothy J. Till
Axces, Inc.
2500 Wilcrest, Suite 540
Houston, TX 77042

if to Holdings, to:

MTM Holdings Corporation
2748 Bingle
Houston, TX 77055
Attn: Michael Macaluso

Any Party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

12.9 Governing Law This Agreement shall be construed in accordance with, and governed by, the internal laws of the State of Texas.

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

"Holdings":

MTM Holdings Corporation

By _____
Michael E. Macaluso, President

"Shareholders":

Shares of Axces, Inc.:

500 Shares

500 Shares

Michael Avignon, in his individual capacity

Timothy J. Till, in his individual capacity