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MERGER OR SHARE EXCHANGE
The Reynolds and Reynolds Company

Certificate of Status	0
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NOV 23 2009

EXAMINER

RECEIVED

2009 NOV 23 AM 8:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

09 NOV 23 PM 2:29

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DIVISION OF CORPORATIONS

ARTICLES OF MERGER

(Profit Corporations)

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

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
The Reynolds and Reynolds Company	Ohio	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/ applicable)
Puerto Rico Envelopes, Inc.	Florida	391439

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Third; The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on

The Plan of Merger was adopted by the board of directors of the surviving corporation on 11/10/09 and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on _____

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on 11/10/09 and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

The Reynolds and Reynolds Co.

Rm Nalley

Robert M. Nalley, President

Puerto Rico Envelopes, Inc.

Rm Nalley

Robert M. Nalley, President

**AGREEMENT AND PLAN OF MERGER OF
PUERTO RICO ENVELOPES, INC. (FLORIDA)
INTO
THE REYNOLDS AND REYNOLDS COMPANY (OHIO)**

This Agreement and Plan of Merger (the "Agreement and Plan") is made and entered into as of November 10, 2009, by and between The Reynolds and Reynolds Company, an Ohio corporation (being sometimes hereinafter referred to as the "Surviving Corporation"), and Puerto Rico Envelopes, Inc., a Florida corporation (being sometimes hereinafter referred to as the "Merging Corporation").

WHEREAS, THE REYNOLDS AND REYNOLDS COMPANY (Ohio) has an authorized capitalization consisting of 100 shares of Common Stock, no par value, of which 1 share is issued and outstanding.

WHEREAS, PUERTO RICO ENVELOPES, INC. (Florida) has an authorized capitalization consisting of 100 shares of Common Stock, no par value, of which 100 shares are issued and outstanding.

WHEREAS, the directors of the Merging Corporation consider it advisable and in the best interests of the Merging Corporation and its shareholders, pursuant to the provisions of the applicable statutes of the Ohio General Corporation Law, to merge into The Reynolds and Reynolds Company (Ohio) on the terms and conditions hereinafter set forth.

NOW THEREFORE, for ten dollars (\$10.00) cash and other valuable consideration and in consideration of the mutual agreements and covenants herein contained and for the purpose of prescribing the terms and conditions of such merger, the mode of carrying it into effect and such other details and provisions of the merger as are deemed necessary or desirable, the Merging Corporation and the Surviving Corporation have agreed and covenanted, and do hereby agree and covenant, as follows:

1. The Merging Corporation agrees that it shall be merging with and into the Surviving Corporation, and that the Surviving Corporation shall be governed by the laws of the State of Ohio and that the Articles of Incorporation, as amended, and the By-Laws, as amended of the Surviving Corporation, existing upon the Effective Date of the merger, shall continue in full force and effect until altered, amended, or repealed as provided herein by law. The principal office of the Surviving Corporation is One Reynolds Way, Dayton, Ohio 45430.
2. The Board of Directors of the Surviving Corporation and of the Merging Corporation have duly approved, authorized and adopted, subject to the terms and conditions hereof, the execution and delivery of this Agreement and Plan and the transactions contemplated therein, such approval effective as of November 10, 2009.
3. This Agreement and Plan shall be submitted to the shareholders of the

Surviving Corporation and the Merging Corporation for their consent to the merger described herein and, when so adopted and approved by the shareholders of the Surviving Corporation and the Merging Corporation, a Certificate of Merger setting forth this Agreement and Plan of Merger shall be signed, acknowledged, certified, approved, adopted, and then filed pursuant to the laws of Ohio, as promptly as practicable. The merger described herein shall become effective upon filing, hereinafter sometimes referred to as the "Effective Date".

4. On the Effective Date, the separate existence of the Merging Corporation shall cease, and the Surviving Corporation shall thereupon and thereafter:

(a) possess all of the rights, privileges, immunities, and franchises, of a public, as well as a private nature, of the Merging Corporation; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest of or belonging to or due to the Merging Corporation, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and

(b) be responsible and liable for all liabilities and obligations of the Merging Corporation; and any claim existing or action or proceeding pending by or against the Merging Corporation may be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in its place, with the result that neither the rights of creditors nor any liens upon the property of the Merging Corporation shall be impaired by the merger.

5. The directors and officers of the Surviving Corporation shall continue to be the directors and officers of the Surviving Corporation. Such persons shall hold their respective offices, subject to the provisions of the By-Laws of the Surviving Corporation, from the Effective Date until their successors are elected and qualified.

6. Prior to, from and after the Effective Date, the Merging Corporation shall take all such action as may be necessary, appropriate, or convenient in order to effectuate the merger. If, at any time after the Effective Date, the Surviving Corporation shall determine that any further instruments or actions of whatever nature are necessary or desirable to vest in the Surviving Corporation full title to all properties, assets, rights, privileges, and franchises of the Merging Corporation, the officers and directors of the Merging Corporation (as are in office on the Effective Date) shall execute and deliver such instruments and take such actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such properties, assets, rights, privileges, and franchises, and otherwise carry out the purposes of this Plan.

7. On the Effective Date each of the outstanding common stock of the Merging Corporation, immediately prior to the merger, and all rights in respect thereof, shall cease to exist and be canceled.

8. On the Effective Date, each share of the outstanding common stock of the Surviving Corporation shall not be changed or converted and each share of the outstanding common stock of the Surviving Corporation shall remain outstanding after the Effective Date as one share of common stock of the Surviving Corporation.

9. This Plan may be terminated and abandoned at any time prior to the Effective Date by the shareholders of the Merging Corporation and Surviving Corporation or by the Boards of Directors of the Merging Corporation and Surviving Corporation.

Executed as of the date first above written.

ATTEST

Ken Bunney
KEN BUNNEY, Secretary

THE REYNOLDS AND REYNOLDS
COMPANY

An Ohio Corporation

By: *Robert M. Nalley*
ROBERT M. NALLEY, President

ATTEST

Ken Bunney
KEN BUNNEY, Secretary

PUERTO RICO ENVELOPES, INC.

A Florida Corporation

By: *Robert M. Nalley*
ROBERT M. NALLEY, President