

Division

# M080000000149

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Division of Corporations  
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MERGER OR SHARE EXCHANGE

Ridgway's LLC

Certificate of Status	0
Certified Copy	0
Page Count	06
Estimated Charge	\$85.00

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M. THOMAS

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EXAMINER

12/22/2009

**Articles of Merger  
For  
Florida Profit or Non-Profit Corporation**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
T-Square Express, Inc.	Florida	Corporation
Ridgway's, LLC	Texas	Limited Liability Company

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Ridgway's, LLC	Texas	Limited Liability Company

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

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**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

January 1, 2010

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

Ridgways, LLC

16840 Barker Springs Road

Houston, TX 77044


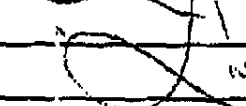
**SEVENTH:** If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

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**EIGHTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
T-Square Express, Inc.		Jonathan Mather, CFO
Ridgway's, LLC		Jonathan Mather, Manager

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

**Fees:** \$35.00 Per Party

**Certified Copy (optional):** \$8.75

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**AGREEMENT  
AND  
PLAN OF MERGER**

This Agreement and Plan of Merger (this "Agreement") is effective as of January 1, 2010, by and between T-Square Express, Inc., a Florida corporation (the "Merging Corporation") and Ridgway's, LLC, a Texas limited liability company (the "Surviving Company").

1. Effective as of the Effective Date, the Merging Corporation shall be merged into and with the Surviving Company with the surviving entity being the Surviving Company (the "Merger"). The name of the Surviving Company shall be unchanged following the Effective Date of the Merger.
2. Reprographics Fort Worth, Inc., a Delaware corporation ("Fort Worth"), is the sole member and one hundred percent (100%) owner of the Surviving Company.
3. Fort Worth is the sole shareholder and one hundred percent (100%) owner of the Merging Corporation.
4. The Articles of Formation and Operating Agreement of the Surviving Company that are in effect on the Effective Date of the merger shall continue in full force and effect as the Articles of Formation and Operating Agreement of the Surviving Company following the Effective Date of the Merger.
5. As of the Effective Date, the outstanding shares of the Merging Corporation shall be cancelled and no membership units of the Surviving Company shall be issued in exchange therefore in connection with the Merger.
6. As of the Effective Date, the outstanding membership interests of the Surviving Company shall remain outstanding and shall not be affected by the Merger. Fort Worth shall remain the sole member and owner of one hundred percent (100%) of the membership interests of the Surviving Company following the Effective Date of the Merger.
7. The Merger has been approved by the Board of Managers and the sole member of the Surviving Company.
8. The Merger has been approved by the Board of Directors and the sole shareholder of the Merging Corporation.
9. The Merging Corporation shall from time to time, as and when requested by the Surviving Company, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence and carry out the Merger.

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10. The Surviving Company shall assume all tax and other liabilities of the Merging Corporation as of the Effective Date of the Merger.

11. The Surviving Company shall furnish a copy of this Agreement to any member of the Surviving Company or the Merging Corporation upon request and without cost.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

**SURVIVING COMPANY**  
Ridgway's, LLC.  
a Texas limited liability company

By: \_\_\_\_\_  
Name: Jonathan Mather,  
Title: Manager

**MERGING CORPORATION**  
T-Square Express, Inc.  
a Florida corporation

By: \_\_\_\_\_  
Name: Jonathan Mather,  
Title: Chief Financial Officer

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