

A030000000550

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

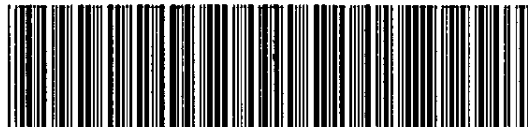
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



200061395032

11/15/05--01042--0009 **55.00

12/05/05--01008--011 **55.00

FILED
05 NOV 15 AM 11:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STAN KELLEY
LEGAL ASSISTANT

LAW OFFICES
MCAFEE & TAFT
A PROFESSIONAL CORPORATION
10TH FLOOR, TWO LEADERSHIP SQUARE
211 NORTH ROBINSON
OKLAHOMA CITY, OKLAHOMA 73102-7103
(405) 235-9621
FAX (405) 235-0439
<http://www.mcafeetaft.com>

WRITER DIRECT
(405) 552-2354
FAX (405) 235-0439
Stan.kelley@mcafeetaft.com

November 14, 2005

Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

VIA FEDERAL EXPRESS

Re: Articles of Merger

To Whom It May Concern:


Enclosed please find the following document which we need filed in the records of the Florida Secretary of State:

Articles of Merger – Rooney Family Investments, Ltd. , a Florida limited partnership,
into Rooney Family Investments, Ltd., a Texas limited partnership.

I have also enclosed our firm's check for \$50.00 as payment of the filing fees. Please return a copy of the filed Articles to me in the envelope provided.

Thank you for your assistance with this matter. If you have any questions, please do not hesitate to contact me at (405) 552-2354.

Very truly yours,


Stan Kelley
Legal Assistant

SK:sk
Enclosure
Cc: Gregg B. Eichner, Esq.



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

November 21, 2005

MCAFEE & TAFT
10TH FLOOR, TWO LEADERSHIP SQUARE
211 NORTH ROBINSON
OKLAHOMA CITY, OK 73102-7103

SUBJECT: ROONEY FAMILY INVESTMENTS, LTD.
Ref. Number: A03000000550

We have received your document for ROONEY FAMILY INVESTMENTS, LTD. and your check(s) totaling \$50.00. However, the document has not been filed and is being retained in this office for the following:

The filing fees for each Limited Partnership is \$52.50 for each.

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

If you have any questions concerning the filing of your document, please call (850) 245-6067.

Neysa Culligan
Document Specialist

Letter Number: 405A00068550

*keep original
file date*

ARTICLES OF MERGER

FILED

Merging

ROONEY FAMILY INVESTMENTS, LTD.,

a Florida limited partnership

Into

ROONEY FAMILY INVESTMENTS, LTD.,

a Texas limited partnership

05 NOV 15 AM 11:22

A03CC0000550
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ROONEY FAMILY INVESTMENTS, LTD., a Florida limited partnership ("Florida LP"), and ROONEY FAMILY INVESTMENTS, LTD., a Texas limited partnership ("Texas LP"), for the purpose of merging Florida LP with and into Texas LP pursuant to Section 620.201, Florida Statutes,

DOES HEREBY CERTIFY:

1. Plan of Merger. A copy of the Agreement and Plan of Merger, dated as of November 14, 2005 (the "Plan of Merger"), between Florida LP and Texas LP (collectively, the "Constituent Partnerships") is attached hereto as **Exhibit A**.

2. Approval of Plan of Merger. The Plan of Merger was approved by each of the Constituent Partnerships in accordance with the applicable provisions of Chapter 620, Florida Statutes.

3. Surviving Entity. The name, state of formation and street address of the principal office of the surviving entity is Rooney Family Investments, Ltd., a Texas limited partnership (the "Surviving Entity"), 6300 North Central Expressway, Dallas, Texas 75206.

4. Appointment of Secretary of State. The Surviving Entity hereby appoints the Florida Secretary of State as its agent for service of process in any proceeding to enforce any obligation or rights of any dissenting partners of each of the Constituent Partnerships.

5. Dissenting Partners. The Surviving Entity hereby agrees to promptly pay to any dissenting partners of the Constituent Partnerships the amount, if any, to which they are entitled under Section 620.205, Florida Statutes.

EXECUTED this 14th day of November, 2005.

**ROONEY FAMILY INVESTMENTS,
LTD.,** a Florida limited partnership

By: **LFR CAPITAL, LLC**, a Florida
limited liability company, General
Partner (before LLC merger)

By: 

L. F. Rooney, III, Manager

By: **LFR CAPITAL, LLC**, a Texas limited liability company, General Partner (after LLC merger)

By: Kathleen C. Rooney
Kathleen C. Rooney, Manager

ROONEY FAMILY INVESTMENTS, LTD., a Texas limited partnership

By: **LFR CAPITAL, LLC**, a Texas limited liability company, General Partner

By: Kathleen C. Rooney
Kathleen C. Rooney, Manager

EXHIBIT A

AGREEMENT AND PLAN OF MERGER
Between
ROONEY FAMILY INVESTMENTS, LTD.,
a Florida limited partnership,
And
ROONEY FAMILY INVESTMENTS, LTD.,
a Texas limited partnership

THIS AGREEMENT AND PLAN OF MERGER, has been made and entered into as of the 14th of November, 2005 (the "Agreement"), by and between ROONEY FAMILY INVESTMENTS, LTD., a Florida limited partnership ("Florida LP"), and ROONEY FAMILY INVESTMENTS, LTD., a Texas limited partnership ("Texas LP").

WHEREAS, the parties hereto desire to reorganize Florida LP into a Texas limited partnership by merging it with and into Texas LP in accordance with the laws of the States of Florida and Texas.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties hereto agree upon the terms and provisions of this Agreement as follows:

1. **Definitions.** The following terms when used herein shall have the meanings set forth as below:

1.1 "Constituent Partnerships" - shall mean Florida LP and Texas LP.

1.2 "Effective Date" - shall mean the date upon which Articles of Merger are filed with the Florida Secretary of the State and with the Texas Secretary of State.

1.3 "Effective Time" - shall mean the close of business on the Effective Date.

1.4 "Florida Act" - shall mean the Florida Revised Uniform Limited Partnership Act.

1.5 "Surviving Partnership" - shall mean Texas LP.

1.6 "Texas Act" - shall mean the Texas Revised Limited Partnership Act.

2. **Merger.** Florida LP, pursuant to the provisions of the Florida Act and the Texas Act, shall be merged with and into Texas LP, the Surviving Partnership, at the Effective Time.

3. **Name.** At the Effective Time and thereafter, Texas LP shall continue to exist as the Surviving Partnership and retain its name as "Rooney Family Investments, Ltd." The separate existence of Florida LP shall cease at the Effective Time.

4. **Effect of Merger.** At and after the Effective Time, the attributes of the Surviving Partnership shall be as set forth below:

4.1 The Certificate of Limited Partnership of Texas LP in effect on the Effective Date shall be the Certificate of Limited Partnership of the Surviving Partnership and shall continue in full force and effect unless and until amended in the manner prescribed therein, or in the Texas Act.

4.2 The Limited Partnership Agreement of Texas LP in effect on the Effective Date shall be the Limited Partnership Agreement of the Surviving Partnership and shall continue in full force and effect unless and until amended in the manner prescribed therein.

4.3 The General Partner of the Texas LP on the Effective Date shall continue to be the General Partner of the Surviving Partnership. Such General Partner's name and business address are LFR Capital, LLC, a Texas limited liability company, 6300 North Central Expressway, Dallas, Texas 75205.

5. **Separate Existence.**

5.1 At the Effective Time, the separate existence of Florida LP shall completely cease. The Surviving Partnership thereafter shall have all the rights, privileges, powers and immunities, and shall be subject to all the duties, liabilities and obligations of a limited partnership formed under the Texas Act. The Surviving Partnership shall, at the Effective Time and thereafter, own, possess and be vested with all franchises, both public and of private nature, as well as all the rights, privileges, powers and immunities of Florida LP. All rights, property and assets of every kind and character belonging to Florida LP shall be deemed to be transferred to and vested in the Surviving Partnership without any further act or deed whatsoever. The title to any real property, or interest therein, owned or possessed by or vested in Florida LP shall not revert or be in any way impaired by reason of the merger provided herein. The Surviving Partnership shall, at the Effective Time and thenceforth, be subject to and liable for all the liabilities and obligations of the Constituent Partnerships; and any claim existing, or action or proceeding pending, by or against any of such limited partnerships may be prosecuted to judgment as if such merger had not taken place, or the Surviving Partnership may be substituted in its place. Neither the rights of creditors nor any liens upon the property of the Constituent Partnerships shall be impaired by the merger contemplated herein.

5.2 At the Effective Time, all acts, plans, policies, approvals and authorizations of the general partner of Florida LP, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Partnership and shall be effective and binding thereon as the same were with respect to Florida LP.

6. **Mode and Basis of Converting Interests.** Each Constituent Partnership has the identical limited partners as the other Constituent Partnership, and the percentage interests of the limited partners in one Constituent Partnership are identical to the percentage interests held by the limited partners in the other Constituent Partnership. At the Effective Time, each limited partner of the Constituent Partnerships shall own a like proportion of the Surviving Partnership

with identical rights and obligations under the Limited Partnership Agreement of the Surviving Partnership.

7. **Consummation.** Provided that the Agreement shall have been fully approved on behalf of the Constituent Partnerships in the manner prescribed in the provisions of the Texas Act and the Florida Act, Florida LP and Texas LP, promptly upon receipt of such approvals, will each cause to be executed, acknowledged, filed and recorded any document or documents prescribed by the laws of Florida and Texas in connection with mergers, and will each cause to be performed all necessary acts within said states and elsewhere, to effect the merger contemplated herein.

IN WITNESS WHEREOF, the Agreement is executed by and on behalf of the Constituent Partnerships upon the date first above written.

ROONEY FAMILY INVESTMENTS, LTD., a
Florida limited partnership

By: **LFR CAPITAL, LLC,** a Florida limited liability
company, General Partner (before LLC merger)

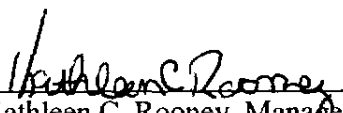
By: 
L. F. Rooney, III, Manager

By: **LFR CAPITAL, LLC,** a Texas limited liability
company, General Partner (after LLC merger)

By: 
Kathleen C. Rooney, Manager

ROONEY FAMILY INVESTMENTS, LTD., a
Texas limited partnership

By: **LFR CAPITAL, LLC,** a Texas limited liability
company, General Partner

By: 
Kathleen C. Rooney, Manager

FILED
05 NOV 15 AM 11:22
SEALING OFF STATE
TALLAHASSEE, FLORIDA