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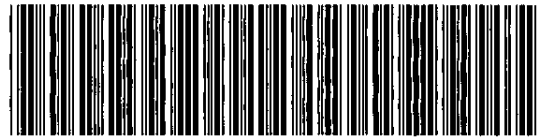
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J. BRYAN

APR 29 2008

EXAMINER

PLAN OF MERGER

THIS PLAN AND AGREEMENT OF MERGER ("Plan of Merger") is entered into between RIVELLI PARTNERS, L.P., a Texas limited partnership, known in this agreement as the "Disappearing Limited Partnership," and RIVELLI PARTNERS, LP, a Florida limited partnership, known in this agreement as the "Surviving Limited Partnership." Under the Plan of Merger, the Disappearing Limited Partnership will merge into the Surviving Limited Partnership and cease its separate existence.

On completion of the merger, the name of the Surviving Limited Partnership will be RIVELLLI PARTNERS, LP. It will be domiciled in the State of Florida.

ARTICLE I

PARTIES TO MERGER

1.01. **Disappearing Limited Partnership.** RIVELLI PARTNERS, L.P., the Disappearing Limited Partnership, is a Texas limited partnership consisting of RIVELLI INVESTMENTS, LLC, General Partner, that is a Texas limited liability company, and PATRICK A. RIVELLI, SR. and YVONNE DUVALL RIVELLI, Limited Partners. The principal place of business of the Disappearing Limited Partnership is 12680 Hillcrest #4204, Dallas, Texas 75230.

1.02. **Surviving Limited Partnership.** RIVELLI PARTNERS, LP, the Surviving Limited Partnership, is a Florida limited partnership consisting of RIVELLI INVESTMENTS, LLC, General Partner, that is a Florida limited liability company, and PATRICK A. RIVELLI, SR. and YVONNE DUVALL RIVELLI, Limited Partners. The principal place of business of the Surviving Limited Partnership is 6000 Royal Marco Way – PHL, Marco Island, FL 34145.

ARTICLE II

ASSETS AND LIABILITIES

2.01. **Assets and Liabilities of Disappearing Limited Partnership.** The assets and liabilities of the Disappearing Limited Partnership have been fully disclosed to the Surviving Limited Partnership, and all books and records of the Disappearing Limited Partnership have been made available for inspection.

2.02. **Suits or Proceedings of Disappearing Limited Partnership.** There are no suits or proceedings pending against or by the Disappearing Limited Partnership.

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2.03. **Assets and Liabilities of Surviving Limited Partnership.** The assets and liabilities of the Surviving Limited Partnership have been fully disclosed to the Disappearing Limited Partnership, and all books and records of the Surviving Limited Partnership have been made available for inspection.

2.04. **Suits or Proceedings of Surviving Limited Partnership.** There are no suits or proceedings pending against or by the Surviving Limited Partnership.

ARTICLE III

WARRANTIES

3.01. **Compliance with Partnership Agreements.** Each party to this merger warrants that its General and Limited Partners have complied with their obligations under their respective partnership agreements, including the obligations for contribution of capital.

3.02. **Disclosure of Financial and Business Condition.** Each party to this merger warrants that it has made full and accurate disclosure of its financial and business condition, and that it has delivered documentation fairly reflecting its financial and business condition to the other party.

3.03. **Filings.** Each party to this merger warrants that it has complied with all governmental filings, including the filing of required tax returns, and has paid all taxes or other governmental fees that it is required to pay.

3.04. **No Undisclosed Liabilities or Obligations.** Each party to this merger warrants that it knows of no other liabilities or obligations to which it is subject, including potential litigation, other than those that have been fully disclosed.

ARTICLE IV

ALLOCATIONS OF ASSETS AND LIABILITIES

Except as otherwise provided in this Article, When this Plan of Merger becomes effective, the existence of the Disappearing Limited Partnership as a distinct entity shall cease. At that time, the Surviving Limited Partnership shall succeed, without other transfer, to all of the rights and property of the Disappearing Limited Partnership. The Surviving Limited Partnership shall be subject to all the debts and liabilities of the Disappearing Limited Partnership in the same manner as if the Surviving Limited Partnership had itself incurred the debts and liabilities. All rights of creditors and all liens and encumbrances on the property of the Disappearing Limited Partnership shall remain in force with respect to property affected by such liens and encumbrances immediately prior to the merger.

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ARTICLE V

CONVERSION OF PARTNERSHIP INTERESTS

5.01. **Conversion.** The General and Limited Partners of the Disappearing Limited Partnership shall surrender their interests for interests in the surviving limited partnership as set forth in this agreement. The General and Limited Partners of the Surviving Limited Partnership shall have their interests in the Surviving Limited Partnership altered as set forth in this agreement.

5.02. **Conversion of General Partner Interests In Disappearing Limited Partnership.** The General Partner(s) of the Disappearing Limited Partnership shall have the following interests in the Surviving Limited Partnership:

| Name | Percentage | Status (General or Limited) |
|--------------------------|------------|--------------------------------|
| RIVELLI INVESTMENTS, LLC | 1% | General Partner |

5.03. **Conversion of Limited Partnership Interests In Disappearing Limited Partnership.** The interest of the Limited Partner(s) of the Disappearing Limited Partnership shall have the following interests in the Surviving Limited Partnership:

| Name | Percentage | Status (General or Limited) |
|-------------------------|------------|--------------------------------|
| PATRICK A. RIVELLI, SR. | 49.5% | Limited Partner |
| YVONNE DUVALL RIVELLI | 49.5% | Limited Partner |

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ARTICLE VI

AUTHORIZATION AND APPROVAL

6.01. **Authorization of Plan of Merger.** This merger is authorized by the constituent documents of each of the parties to this merger and by the laws of Florida.

6.02. **Approval of Plan of Merger.** This Plan of Merger shall be submitted separately to each limited partnership for approval in accordance with each partnership's organizational documents and the laws of the Florida.

ARTICLE VII

IMPLEMENTATION AND FILING

7.01. **Certificate of Merger.** Once this Plan of Merger is approved, a Certificate of Merger will be prepared, executed and with the Secretary of State.

7.02. **Effective Date.** The effective date of this merger will be the date when the Certificate of Merger is issued by the Secretary of State.

ARTICLE VIII

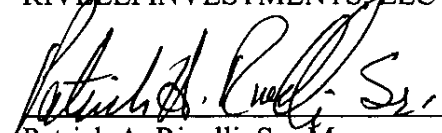
ENFORCEMENT AND INTERPRETATION

8.01. **Execution of Documents.** The Disappearing Limited Partnership agrees that, when requested by the Surviving Limited Partnership or by its successors or assignees, it will execute and deliver any deeds or other instruments necessary to consummate this Plan of Merger. The Disappearing Limited Partnership further agrees to take any further actions, assignments, or assurances that may be necessary to vest, perfect, and confirm title in the Surviving Limited Partnership of all the property, rights, privileges, and powers referred to in this Plan.

8.02. **Entire Agreement.** This instrument and its exhibits contain the entire Plan of Merger agreed to by the parties.

8.03. **Construction.** The validity, interpretation, and performance of this Plan of Merger shall be controlled and construed under the laws of Florida.

RIVELLI INVESTMENTS, LLC


Patrick A. Rivelli, Sr., Manager and Member

Dated: March 11, 2008

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

| Name | Jurisdiction | Form/Entity Type |
|------------------------|--------------|---------------------|
| Rivelli Partners, L.P. | Texas | Limited Partnership |
| | | |
| | | |
| | | |

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> |
|-------------------------------|---------------------|----------------------------|
| <u>Rivelli Partners, L.P.</u> | <u>Florida</u> | <u>Limited Partnership</u> |

THIRD: The date the merger is effective under the governing laws of the surviving party is: March 15, 2008.

(NOTE: If survivor is a Florida limited partnership or limited liability limited partnership, effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State. If survivor is not a Florida limited partnership or limited liability limited partnership, effective date shall be as provided in survivor's governing statute.)

FOURTH: The merger was approved by each party as required by its governing law.

FIFTH: If the surviving party is a foreign organization not qualified to transact business in this state, the street address and mailing address of an office which the Florida Department of State may use for the purposes of s. 620.2109(2), F.S., are as follows:

Street address: N/A

Mailing address: N/A

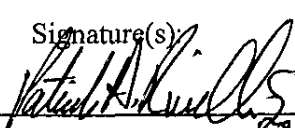
SIXTH: Other provisions, if any, relating to the merger:

N/A

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SEVENTH: Signature(s) for Each Party:

(Merger must be signed by all general partners of Florida limited partnerships or limited liability limited partnerships and by the authorized representative of each other party.)

| Name of Entity/Organization: | Signature(s): | Typed or Printed Name of Individual: |
|------------------------------|--|---|
| Rivelli Investments, LLC |  | PATRICK A. RIVELLI, SR. President |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Fees: Filing Fees: \$52.50 Per Party
Certified Copy: \$52.50 (Optional)
Certificate of Status: \$8.75 (Optional)