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TALLAHASSEE, FLORIDA

L03-12043
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LEGAL ASSISTANT

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November 9, 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 – LFR Capital, LLC , a Florida limited liability company, into LFR Capital, LLC, a Texas limited liability company.

I have also enclosed our firm's check for \$50.00 as payment of the filing fees. Please return a stamped 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.

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ARTICLES OF MERGER

**Merging
LFR CAPITAL, LLC,
a Florida limited liability company,
Into
LFR CAPITAL, LLC,
a Texas limited liability company**

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The following Articles of Merger are submitted in accordance with Section 608.4382, Florida Statutes.

FIRST: The name and state of organization of each of the **merging entities** are:

<u>Name of Organization</u>	<u>Type of Organization</u>	<u>State of Organization</u>
LFR Capital, LLC	Limited Liability Company	Texas
LFR Capital, LLC	Limited Liability Company	Florida

SECOND: The name, state of organization and street address of the principal office of the **surviving entity** is LFR Capital, LLC, a Texas limited liability company (the "Surviving Entity"), 6300 North Central Expressway, Dallas, Texas 75206.

THIRD: The Agreement and Plan of Merger attached hereto as **Exhibit A** (the "Plan of Merger") meets the requirements of Section 608.438, Florida Statutes, and was approved by each limited liability company that is a party to the merger in accordance with the applicable provisions of Chapter 608, Florida Statutes.

FOURTH: The Surviving Entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting members of each limited liability company that is a party to the merger.

FIFTH: The Surviving Entity hereby agrees to pay the dissenting members of each domestic limited liability company that is a party to the merger the amount, if any, to which they are entitled under Section 608.4384, Florida Statutes.

SIXTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the regulations or articles of organization of any limited liability company that is a party to the merger.

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SEVENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

EXECUTED as of the 14th day of October, 2005.

SIGNATURE FOR EACH PARTY:

LFR CAPITAL, LLC, a Texas limited liability company

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

LFR CAPITAL, LLC, a Florida limited liability company

By: [Signature]
L. F. Rooney, III, Manager

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EXHIBIT A

AGREEMENT AND PLAN OF MERGER

**Between
LFR CAPITAL, LLC,
a Florida limited liability company
And
LFR CAPITAL, LLC,
a Texas limited liability company**

THIS AGREEMENT AND PLAN OF MERGER, has been made and entered into as of the 14th of October, 2005 (the "Agreement"), by and between LFR CAPITAL, LLC, a Florida limited liability company ("Florida LLC"), and LFR CAPITAL, LLC, a Texas limited liability company ("Texas LLC").

WHEREAS, the parties hereto desire to reorganize Florida LLC into a Texas limited liability company by merging it with and into Texas LLC 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 Companies" - shall mean Florida LLC and Texas LLC.

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 Limited Liability Company Act.

1.5 "Surviving Company" - shall mean Texas LLC.

1.6 "Texas Act" - shall mean the Texas Limited Liability Company Act.

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

3. **Name.** At the Effective Time and thereafter, Texas LLC shall continue to exist as the Surviving Company and retain its name as "LFR Capital, LLC". The separate existence of Florida LLC shall cease at the Effective Time.

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

4.1 The Articles of Organization of Texas LLC in effect on the Effective Date shall be the Articles of Organization of the Surviving Company 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 Operating Agreement of Texas LLC in effect on the Effective Date shall be the Operating Agreement of the Surviving Company and shall continue in full force and effect unless and until amended in the manner prescribed therein.

4.3 The Surviving Company shall continue to be managed by managers. The name and business address of the initial manager of the Surviving Company are Kathleen C. Rooney, 6300 North Central Expressway, Dallas, Texas 75205.

5. **Separate Existence.**

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

5.2 At the Effective Time, all acts, plans, policies, approvals and authorizations of the manager of Florida LLC, 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 Company and shall be effective and binding thereon as the same were with respect to Florida LLC.

6. **Mode and Basis of Converting Interests.** The members of the Florida LLC contributed their respective interests in the Florida LLC to the Texas LLC. As a result of these capital contributions, the Texas LLC has acquired all of the interests in the Florida LLC and thereby become its sole member. At the Effective Time, all the interests of the Florida LLC that are held by the Texas LLC immediately prior to the Effective Time shall be cancelled without

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the payment or issuance of any consideration therefore, and all of the interests of the Texas LLC as of the Effective Time shall continue to represent the interests of the Surviving Company and shall be unaffected by the Merger. As such, each member of the Texas LLC shall own a like proportion of the Surviving Company with identical rights and obligations under the Operating Agreement of the Surviving Company.

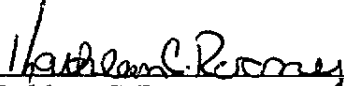
7. **Consummation.** Provided that the Agreement shall have been fully approved on behalf of the Constituent Companies in the manner prescribed in the provisions of the Texas Act and the Florida Act, Florida LLC and Texas LLC, promptly upon receipt of such approvals, will each cause to be executed, acknowledged, 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 Companies upon the date first above written.

LFR CAPITAL, LLC, a Florida limited liability company

By: 
L. F. Rooney, III, Manager

LFR CAPITAL, LLC, a Texas limited liability company

By: 
Kathleen C. Rooney, Manager

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