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(Requestor's Name)

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(City/State/Zip/Phone #)

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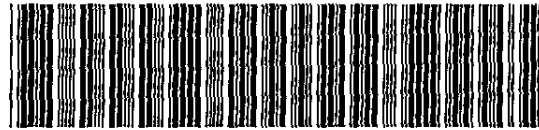
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

LEFKOWITZ & SHAW, P.A.

ATTORNEYS AND COUNSELORS AT LAW

IVAN M. LEFKOWITZ*
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* BOARD CERTIFIED IN TAXATION AND
MASTER OF LAWS IN ESTATE PLANNING
** BOARD CERTIFIED IN WILLS, TRUSTS, ESTATES

May 4, 2006

Attn: Corporations Division
Secretary of State
Bureau of Corporate Records
Post Office Box 6327
Tallahassee, Florida 32314

Re: Rockwell Financial Group, L.L.C.

Dear Sir or Madam:

Enclosed herewith please find the following documents:

1. Certificate of Merger for Florida Limited Liability Company (with plan attached).
2. Copy of Nevada Articles of Merger.

Also enclosed is our check in the amount of \$80.00 for the filing fee for the Certificate of Merger and a certified copy of the Articles.

If you have any questions, please feel free to give me a telephone call.

Yours very truly,



Thomas C. Shaw

TCS:cey
Enclosures

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, 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>
ROCKWELL FINANCIAL GROUP, L.L.C.	FL	Limited Liability Company
Florida entity document #: L05000012748		

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>
ROCKWELL FINANCIAL GROUP, L.L.C.	NV	Limited Liability Company
Nevada entity document #: 2006 0134700-43		

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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TALLAHASSEE, FLORIDA

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:

04/24/2006

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:

2050 RUSSETT WAY

CARSON CITY, NEVADA 89703

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: LEFKOWITZ & SHAW, P.A.

430 NORTH MILLS AVENUE

ORLANDO FLORIDA 32803

Mailing address: LEFKOWITZ & SHAW, P.A.

430 NORTH MILLS AVENUE

ORLANDO FLORIDA 32803

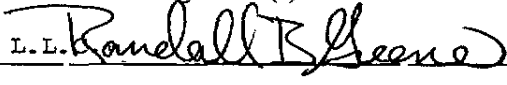

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TALLAHASSEE, FLORIDA

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b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
ROCKWELL FINANCIAL GROUP, L.L.C. (FL)		RANDALL B. GREENE, Manager
ROCKWELL FINANCIAL GROUP, L.L.C. (NV)		RANDALL B. GREENE, 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

<u>Fees:</u> For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

<u>Certified Copy (optional):</u>	\$30.00
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EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is entered into as of April 30, 2006 by and between ROCKWELL FINANCIAL GROUP, L.L.C., a Nevada limited liability company (the "Surviving Company") and ROCKWELL FINANCIAL GROUP, L.L.C., a Florida limited liability company (the "Merging Company").

WHEREAS, the parties desire that the Merging Company merge with and into the Surviving Company (the "Merger"); and

WHEREAS, the Manager of the Merging Company deems the Merger advisable and in the best interests of the Merging Company and its Members and has adopted a resolution approving this Agreement providing for the Merger; and

WHEREAS, the Manager of the Surviving Company deems the Merger advisable and in the best interests of the Surviving Company and its Members and has adopted a resolution approving this Agreement providing for the Merger; and

NOW, THEREFORE, for and in consideration of the premises and the mutual agreements, representations, warranties and covenants herein contained and for the purpose of prescribing the terms and conditions of the Merger, the mode of carrying the Merger into effect, the manner of converting the equity of the Merging Company into shares of equity of the Surviving Company, and such other provisions as are deemed desirable in connection with the Merger, the parties, intending to be bound, hereby agree as follows:

**ARTICLE I
THE MERGER**

1.1. The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Chapter 92A of the Nevada Revised Statutes (the "NRS") and Chapter 608 and Section 608.438 of the Florida Statutes (the "FLS"), at the Effective Time (as hereafter defined), the Merging Company will be merged with and into the Surviving Company. The Merging Company shall be the merging Company under the Merger and its separate corporate

existence shall cease as of the Effective Time. The Surviving Company shall be the surviving Company under the Merger and shall continue to be governed by the NRS, shall retain its name "ROCKWELL FINANCIAL GROUP, L.L.C." and shall succeed to and assume all rights and obligations of the Merging Company in accordance with the NRS and FLS. On the Effective Time of the Merger, the separate existence of the Merging Company shall cease, and the Surviving Company shall succeed to all the rights, privileges, immunities, and franchises, and all the property, real, personal, and mixed of the Merging Company, without the necessity for any separate transfer. The Surviving Company shall thereafter be responsible and liable for all liabilities and obligations of the Merging Company, and neither the rights of creditors nor any liens on the property of the Merging Company shall be impaired by the Merger.

1.2. Effective Time. The parties shall execute and file Articles of Merger in the form required by the NRS with the Nevada Secretary of State (the "Nevada Articles of Merger") and Articles of Merger in the form required by the FLS with the Florida Secretary of State (the "Florida Articles of Merger"). The Merger shall become effective upon the earlier to occur of (a) the time that the Florida Articles of Merger are filed with the Florida Secretary of State, (b) the time that the Nevada Articles of Merger are filed with the Nevada Secretary of State, or (c) at such later time as may be mutually agreed upon by the parties and specified in the Florida Articles of Merger and the Nevada Articles of Merger (the "Effective Time").

1.3. Effects of the Merger. The Merger shall have the effects set forth in the NRS and the FLS.

(a) Articles of Organization and Operating Agreement. The Articles of Organization and the Operating Agreement of the Surviving Company, as in effect immediately prior to the Effective Time, shall be the Articles of Organization and Operating Agreement of the Surviving Company from and after the Effective Time until thereafter changed or amended as provided therein or by applicable law.

(b) Manager. The Manager of the Surviving Company serving immediately prior to the Effective Time shall be the Manager of the Surviving Company from and after the Effective Time until the earlier of his resignation or removal or until his successors are duly elected and qualified, as the case may be.

ARTICLE II
CONVERSION OF EQUITY

2.1 Conversion of the Merging Company Membership Interests. At the Effective Time, by virtue of the Merger and without any action on the part of any holder, each One Percent (1%) Membership Interest of the Merging Company (the "Merging Company Equity") shall automatically be converted into an identical One Percent (1%) Membership Interest of the same class of the Surviving Company, and all certificates formerly representing the Merging Company's Equity (if any) shall be deemed canceled and of no effect in representing an equity interest in the Surviving Company. At the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the holder thereof, all of the Merging Company's outstanding equity, if any, shall be canceled and shall not represent any equity interest in the Surviving Company.

ARTICLE III
MISCELLANEOUS

3.1 Assignment. Neither this Agreement nor any rights, duties or obligations hereunder shall be assignable by either party, in whole or in part, without the consent of the other parties hereto, and any attempted assignment in violation of this prohibition shall be null and void. If this Agreement is assigned with such consent, the terms and conditions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective assigns; provided, however, that no assignment of this Agreement or any of the rights or obligations hereunder shall relieve any party of its obligations under this Agreement.

3.2. Law Governing. This Agreement will be governed in all respects, including validity, interpretation and effect, by the laws of the State of Nevada, without giving effect to the principles of conflicts of law thereof.

3.3. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

3.4. Amendment and Waiver. Any of the terms or conditions of this Agreement may be waived, amended or modified in whole or in part at any time to the extent authorized by applicable law, by a writing signed by the parties hereto.

3.5. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the matters contained herein, and supersedes all prior agreements and understandings between the parties with respect thereto.

3.6. Remedies. Subject to the terms hereof, in the event of any willful breach of this Agreement in any material respect by any of the parties hereto, any other party hereto damaged shall have all the rights, remedies and causes of action available at law or in equity.

3.7. Headings. The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

3.8. Location of Office in Nevada. The Surviving Company's registered office in the State of Nevada will be 2050 Russett Way, Carson City, Nevada 89703. The name of its registered agent at such address is BUDGET CORP.

[Signatures on the next page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

ROCKWELL FINANCIAL GROUP, L.L.C., a
Florida limited liability company

By: Randall B. Greene
RANDALL B. GREENE, Manager

ROCKWELL FINANCIAL GROUP, L.L.C., a
Nevada limited liability company

By: Randall B. Greene
RANDALL B. GREENE, Manager

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