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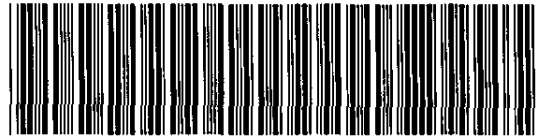
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Merger

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NAME: RUFFLEBUTTS, INC

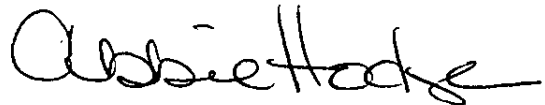
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Articles of Merger
For
Florida Profit or Non-Profit Corporation

13 NOV 12 PM 4:57
EFF: 11-15-13

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>
RuffleButts, Inc.	Florida	corporation
RuffleButts, Inc.	Texas	corporation

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>
RuffleButts, Inc.	Texas	corporation

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.

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:
November 15, 2013

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:

4055 Corporate Drive, Suite 200
Grapevine, TX 76051

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.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
RuffleButts, Inc.	<i>Amber Schaub</i>	President
RuffleButts, Inc.	<i>Amber Schaub</i>	President

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

PLAN OF MERGER

This Plan of Merger is made as of November 8, 2013, by and among RuffleButts, Inc., a Texas corporation ("RB Texas" or the "Surviving Corporation"), RuffleButts, Inc., a Florida corporation ("RB Florida"), and RuffleButts, Inc., a North Carolina corporation ("RB North Carolina" and together with RB Florida, the "Non-Surviving Corporations").

RECITALS

1. RB Texas is a corporation validly existing under the laws of the State of Texas, with authorized capital stock consisting of 2,000 shares of common stock (the "RB Texas Common Stock").

2. RB Florida is a corporation validly existing under the laws of the State of Florida, with authorized capital stock consisting of 2,000 shares of common stock (the "RB Florida Common Stock"), of which 2,000 shares are issued and outstanding.

3. RB North Carolina is a corporation validly existing under the laws of the State of North Carolina, with authorized capital stock consisting of 2,000 shares of common stock (the "RB North Carolina Common Stock"), of which 2,000 shares are issued and outstanding.

4. Each of the Boards of Directors of the parties hereto deem it advisable that RB Florida and RB North Carolina merge with and into RB Texas, all on the terms and conditions hereof (the "Merger").

PLAN OF MERGER

In consideration of the premises and the mutual covenants set forth herein, the parties hereto agree as follows:

ARTICLE I

The Merger

1.1 Merger. At the Effective Time (as defined in Section 1.2), RB Florida shall be merged with and into RB Texas, the separate existence of RB Florida shall cease, and RB Texas, as the surviving corporation of such merger, shall continue to exist by virtue of and shall be governed by the laws of the State of Texas. At the Effective Time, RB North Carolina shall be merged with and into RB Texas, the separate existence of RB North Carolina shall cease, and RB Texas, as the surviving corporation of such merger, shall continue to exist by virtue of and shall be governed by the laws of the State of Texas.

1.2 Effective Time. The Merger shall be effective on the earlier of: (i) November 15, 2013 or (ii) upon the earliest date and time when appropriate Articles of Merger and/or Certificate of Merger shall have been filed with each of the Texas Secretary of State, the Florida Secretary of State, and the North Carolina Secretary of State (the "Effective Time").

1.3 Effects of Merger. At the Effective Time, the separate existence of each of the Non-Surviving Corporations ceases; all rights, title, and interests to all real estate and other property owned by the Non-Surviving Corporations are allocated to and vested, subject to any existing liens or other encumbrances on the property, to the Surviving Corporation without reversion or impairment, any further act or deed, or any transfer or assignment having occurred; all liabilities and obligations of the Non-Surviving Corporations are allocated to the Surviving Corporation; the Surviving Corporation is the primary obligor for such liabilities and obligations; and any proceeding pending by or against the Non-Surviving Corporations may be continued as if the Merger did not occur. The Merger is intended to qualify as an "F" reorganization for federal income tax purposes under Section 368 of the Internal Revenue Code of 1986, as amended.

1.4 Certificate of Formation. The Certificate of Formation of the Surviving Corporation as in effect at the Effective Time shall be the Certificate of Formation of the Surviving Corporation, as the surviving corporation, and shall continue in full force and effect until amended or changed in the manner prescribed by the Texas Business Organizations Code.

1.5 Bylaws. The Bylaws of the Surviving Corporation as in effect at the Effective Time shall be the Bylaws of the Surviving Corporation, as the surviving corporation, until the same shall thereafter be amended or repealed in accordance with law, the Surviving Corporation's Certificate of Formation or such Bylaws.

1.6 Officers. The officers of the Surviving Corporation who are serving as such at the Effective Time shall be the officers of the Surviving Corporation, as the surviving corporation, from and after the Effective Time, each such individual to serve until his or her successor has been duly elected or appointed and qualified or until his or her earlier death, resignation or removal in accordance with law, the Surviving Corporation's Certificate of Formation and its Bylaws.

1.7 Directors. The directors of the Surviving Corporation who are serving as such immediately prior to the Effective Time shall be the directors of the Surviving Corporation, as the surviving corporation, from and after the Effective Time, each such individual to serve until his or her successor has been duly elected or appointed and qualified or until his or her earlier death, resignation or removal in accordance with law, the Surviving Corporation's Certificate of Formation and its Bylaws.

ARTICLE II

Conversion of Shares in the Merger

2.1 Conversion of RB Florida Common Stock. At the Effective Time, each outstanding share of RB Florida Common Stock held of record by the shareholders of RB Florida shall, without any action on the part of the holder thereof, be converted into 0.25 share of RB Texas Common Stock.

2.2 Conversion of North Carolina Common Stock. At the Effective Time, each outstanding share of RB North Carolina held of record by the shareholders of RB North Carolina shall, without any action on the part of the holder thereof, be converted into 0.25 share of RB Texas Common Stock.

ARTICLE III

Miscellaneous

3.1 Counterparts. This Plan of Merger may be executed in any number of counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument.

3.2 Governing Law. This Plan of Merger shall be governed by, and construed in accordance with, the laws of the State of Texas.

3.3 Section Headings. The section headings contained in this Plan of Merger are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Plan of Merger.

3.4 Amendment. This Plan of Merger may be amended in any manner (except that any of the principal terms may not be amended without the approval of the shareholders of the Non-Surviving Corporations as may be determined in the judgment of the respective Boards of Directors of the Non-Surviving Corporations and the Surviving Corporation to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Plan of Merger).

3.5 Termination. Subject to applicable law, this Plan of Merger may be abandoned by mutual consent of the Boards of Directors of the parties hereto.

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IN WITNESS WHEREOF, each of the parties hereto, pursuant to authority duly granted by the Board of Directors, has caused this Plan of Merger to be executed on its behalf.

RUFFLEBUTTS, INC.
a Texas corporation

By: Amber Schaub
Amber Schaub
President

RUFFLEBUTTS, INC.
a Florida corporation

By: Amber Schaub
Amber Schaub
President

RUFFLEBUTTS, INC.
a North Carolina corporation

By: Amber Schaub
Amber Schaub
President