

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Property Number previously recorded on Reel 003716 Frame 0724. Assignor(s) hereby confirms the Reg. No. 1072370 for A DAY OR A LIFETIME was inadvertently included in the recordation of merger and must be removed.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Glade Financial Services, Inc.		06/12/1998	CORPORATION: TEXAS
Lexington Services Corporation		06/12/1998	CORPORATION: TEXAS
Woodstone International, Inc.		06/12/1998	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	Lexington Management Corporation
<b>Street Address:</b>	2555 SW Grapevine Parkway, Suite 200
<b>City:</b>	Grapevine
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	76051
<b>Entity Type:</b>	CORPORATION: TEXAS

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1072370	A DAY OR A LIFETIME

**CORRESPONDENCE DATA**

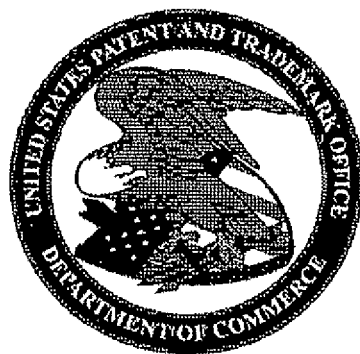
Fax Number: (954)522-9123  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (954) 522-2200  
 Email: chris.mendez@brinkleymorgan.com  
 Correspondent Name: Kevin P. Crosby  
 Address Line 1: 200 E. Las Olas Blvd., Suite 1900  
 Address Line 4: Fort Lauderdale, FLORIDA 33301

<b>ATTORNEY DOCKET NUMBER:</b>	013229-04136
<b>NAME OF SUBMITTER:</b>	Kevin P. Crosby

CH \$40.00 1072370

Signature:	/Kevin P. Crosby/
Date:	02/15/2008
<p><b>Total Attachments: 22</b></p> <p>source=PTO - Merger#page1.tif source=PTO - Merger#page2.tif source=PTO - Merger#page3.tif source=PTO - Merger#page4.tif source=PTO - Merger#page5.tif source=Articles of Merger_20080208141537#page1.tif source=Articles of Merger_20080208141537#page2.tif source=Articles of Merger_20080208141537#page3.tif source=Articles of Merger_20080208141537#page4.tif source=Articles of Merger_20080208141537#page5.tif source=Articles of Merger_20080208141537#page6.tif source=Articles of Merger_20080208141537#page7.tif source=Articles of Merger_20080208141537#page8.tif source=Articles of Merger_20080208141537#page9.tif source=Articles of Merger_20080208141537#page10.tif source=Articles of Merger_20080208141537#page11.tif source=Articles of Merger_20080208141537#page12.tif source=Articles of Merger_20080208141537#page13.tif source=Articles of Merger_20080208141537#page14.tif source=Articles of Merger_20080208141537#page15.tif source=Articles of Correction -Merger_20080208141603#page1.tif source=Articles of Correction -Merger_20080208141603#page2.tif</p>	

CROSBY COMPANY:200 E. LAS OLAS BLVD., SUITE 1900



# UNITED STATES PATENT AND TRADEMARK OFFICE

## Facsimile Transmission

To:           Name:                   KEVIN P. CROSBY  
                   Company:               200 E. LAS OLAS BLVD., SUITE 1900  
                   Fax Number:           19545229123  
                   Voice Phone:

From:          Name:                   ASSIGNMENT SERVICES BRANCH  
                   Voice Phone:         571-272-3350

37 C.F.R. 1.6 sets forth the types of correspondence that can be communicated to the Patent and Trademark Office via facsimile transmissions. Applicants are advised to use the certificate of facsimile transmission procedures when submitting a reply to a non-final or final Office action by facsimile (37 CFR 1.8(a)).

### Fax Notes:

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Pg#	Description
1	Cover Page
2	104.TXT
4	Document 1, Batch 1172207

USPTO ASSIGNMENT SYSTEM PROCESSING

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Date and time of transmission: Thursday, February 14, 2008 9:39:42 AM  
 Number of pages including this cover sheet: 05

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D:KEVIN P. CROSBY COMPANY:200 E. LAS OLAS BLVD., SUITE 1900

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

\*900098731A\*

FEBRUARY 11, 2008

PTAS

KEVIN P. CROSBY  
200 E. LAS OLAS BLVD., SUITE 1900  
FORT LAUDERDALE, FL 33301UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 02/11/2008

REEL/FRAME: 003716/0724  
NUMBER OF PAGES: 19BRIEF: MERGER  
EFFECTIVE 06121998  
DOCKET NUMBER: 013229-04136ASSIGNOR:  
GLADE FINANCIAL SERVICES, INC.DOC DATE: 06/12/1998  
CITIZENSHIP: TEXAS  
ENTITY: CORPORATIONASSIGNOR:  
LEXINGTON SERVICES CORPORATIONDOC DATE: 06/12/1998  
CITIZENSHIP: TEXAS  
ENTITY: CORPORATIONASSIGNOR:  
WOODSTONE INTERNATIONAL, INC.DOC DATE: 06/12/1998  
CITIZENSHIP: TEXAS  
ENTITY: CORPORATION

D:KEVIN P. CROSBY COMPANY:200 E. LAS OLAS BLVD., SUITE 1900

003716/0724 PAGE 2

ASSIGNEE:

LEXINGTON MANAGEMENT CORPORATION  
2555 SW GRAPEVINE PARKWAY, SUITE  
200  
GRAPEVINE, TEXAS 76051

CITIZENSHIP: TEXAS  
ENTITY: CORPORATION

APPLICATION NUMBER: 73092348  
REGISTRATION NUMBER: 1072371

FILING DATE: 07/02/1976  
ISSUE DATE: 08/30/1977

MARK: LEXINGTON

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73092347  
REGISTRATION NUMBER: 1072370

FILING DATE: 07/02/1976  
ISSUE DATE: 08/30/1977

MARK: A DAY OR A LIFETIME

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

ASSIGNMENT SERVICES BRANCH  
PUBLIC RECORDS DIVISION

D:\KEVIN P. CROSBY COMPANY:200 E. LAS OLAS BLVD., SUITE 1900

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.102/11/2008  
900098731

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	06/12/1998		
<b>CONVEYING PARTY DATA</b>			
	<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>
	Glade Financial Services, Inc.		06/12/1998
	Lexington Services Corporation		06/12/1998
	Woodstone International, Inc.		06/12/1998
			<b>Entity Type</b>
			CORPORATION: TEXAS
			CORPORATION: TEXAS
			CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lexington Management Corporation		
<b>Street Address:</b>	2555 SW Grapevine Parkway, Suite 200		
<b>City:</b>	Grapevine		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76051		
<b>Entity Type:</b>	CORPORATION: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
	<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
	Registration Number:	1072371	LEXINGTON
	Registration Number:	1072370	A DAY OR A LIFETIME
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(954)522-9123		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(954) 522-2200		
<b>Email:</b>	chris.mendez@brinkleymorgan.com		
<b>Correspondent Name:</b>	Kevin P. Crosby		
<b>Address Line 1:</b>	200 E. Las Olas Blvd., Suite 1900		
<b>Address Line 4:</b>	Fort Lauderdale, FLORIDA 33301		
<b>ATTORNEY DOCKET NUMBER:</b>	013229-04136		

OP \$65.00 1072371

D:\KEVIN P. CROSBY COMPANY:200 E. LAS OLAS BLVD., SUITE 1900

NAME OF SUBMITTER:	Kevin P. Crosby
Signature:	/Kevin P. Crosby/
Date:	02/11/2008
Total Attachments: 17 source=Articles of Merger_20080208141537#page1.tif source=Articles of Merger_20080208141537#page2.tif source=Articles of Merger_20080208141537#page3.tif source=Articles of Merger_20080208141537#page4.tif source=Articles of Merger_20080208141537#page5.tif source=Articles of Merger_20080208141537#page6.tif source=Articles of Merger_20080208141537#page7.tif source=Articles of Merger_20080208141537#page8.tif source=Articles of Merger_20080208141537#page9.tif source=Articles of Merger_20080208141537#page10.tif source=Articles of Merger_20080208141537#page11.tif source=Articles of Merger_20080208141537#page12.tif source=Articles of Merger_20080208141537#page13.tif source=Articles of Merger_20080208141537#page14.tif source=Articles of Merger_20080208141537#page15.tif source=Articles of Correction -Merger_20080208141603#page1.tif source=Articles of Correction -Merger_20080208141603#page2.tif	

**ARTICLES OF MERGER**

**OF**

**GLADE FINANCIAL SERVICES, INC.,**

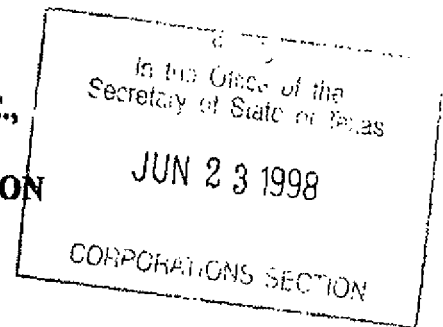
**LEXINGTON SERVICES CORPORATION**

**AND**

**WOODSTONE INTERNATIONAL, INC.**

**INTO**

**LEXINGTON MANAGEMENT CORPORATION**



Pursuant to the provisions of Article 5.04 of the Texas Business Corporation Act (the "Act"), the undersigned domestic corporations adopt the following Articles of Merger for the purpose of effecting a merger in accordance with the provisions of Article 5.01 of the Act:

1. The names of each of the undersigned corporations and the laws under which such corporation was organized are:

<b><u>Name of Corporation</u></b>	<b><u>State</u></b>
Glade Financial Services, Inc. (sometimes referred to as "Glade")	Texas
Lexington Services Corporation (sometimes referred to as "Services")	Texas
Woodstone International, Inc. (sometimes referred to as "Woodstone")	Texas
Lexington Management Corporation (sometimes referred to as "Management")	Texas

2. The name of the surviving corporation is Lexington Management Corporation, and it is to be governed by the laws of the State of Texas. The registered agent and address of Management in the State of Texas is Zolon A. Wilkins, Jr., 2120 Walnut Hill Lane, Suite 100, Irving, Texas 75038.

3. The Articles of Incorporation of Management in effect at the time of the merger shall be the Articles of Incorporation of the surviving corporation until changed as provided therein or by law.



4. The Agreement and Plan of Merger (the "Plan"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes, was approved by the sole shareholder of each of the undersigned domestic corporations in the manner prescribed by the Act.

5. An executed copy of the Plan is on file at the principal place of business of Management, the surviving corporation, at 2120 Walnut Hill Lane, Suite 100, Irving, Texas 75038.

6. An executed copy of the Plan will be furnished by the surviving corporation, on written request and without cost, to any shareholder of each corporation that is a party to this merger.

7. As to each of the undersigned corporations, the number of shares outstanding and the designation and number of outstanding shares of each class entitled to vote as a class on such Plan, are as follows:

<u>Name of Corporation</u>	<u>Shares Outstanding</u>	<u>Entitled to Vote as a Class</u>	
		<u>Designation of Class</u>	<u>Number of Shares</u>
Glade	100	Common	100
Services	1,002	Common	1,002
Woodstone	1,000	Common	1,000
Management	750	Common	750

8. The number of shares of the undersigned corporations voting for such Plan was sufficient for approval. As to each of the undersigned corporations, the total number of shares voted for and against such Plan are as follows:

<u>Name of Corporation</u>	<u>Number of Shares</u>		<u>Class</u>
	<u>Total Voted For</u>	<u>Total Voted Against</u>	
Glade	100	-0-	Common
Services	1,002	-0-	Common
Woodstone	1,000	-0-	Common
Management	750	-0-	Common

9. The effective date and time of the merger shall be at 12:01 a.m. on July 1, 1998, in accordance with the provisions of Article 10.03 of the Act.

This document may be executed in counterparts, each of which shall be an original, but all of which, taken together, shall constitute one and the same instrument.

DATED: June 12, 1998.

Glade Financial Services, Inc.,  
a Texas corporation

By: [Signature]  
Name: STAN GLADE  
Title: PRESIDENT

Lexington Services Corporation,  
a Texas corporation

By: [Signature]  
Name: ZOLON A. WILKINS, JR  
Title: Chairman

Woodstone International, Inc.,  
a Texas corporation

By: [Signature]  
Name: ZOLON A. WILKINS, JR  
Title: Chairman

Lexington Management Corporation,  
a Texas corporation

By: [Signature]  
Name: MICHAEL G. WILKINS  
Title: Vice Chairman

**AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** (the "Plan") is entered into effective the 12<sup>th</sup> day of June, 1998, by and among **GLADE FINANCIAL SERVICES, INC.**, a Texas corporation ("Glade"), **LEXINGTON SERVICES CORPORATION**, a Texas corporation ("Services"), **WOODSTONE INTERNATIONAL, INC.**, a Texas corporation ("Woodstone"), and **LEXINGTON MANAGEMENT CORPORATION**, a Texas corporation ("Management") (Glade, Services, Woodstone and Management are sometimes collectively referred to as the "Corporations").

**WHEREAS**, Glade is a corporation organized and existing under the laws of the State of Texas with its registered office in the State of Texas being located at 915 Glade Road, Euless, Texas 76039, and the name of its registered agent at such office is Zolon A. Wilkins, Sr.; and

**WHEREAS**, Glade has an authorized capitalization of 1,000,000 shares of common stock, no par value (the "Glade Stock"), of which 100 shares are issued and outstanding; and

**WHEREAS**, Services is a corporation organized and existing under the laws of the State of Texas with its registered office in the State of Texas being located at 2120 Walnut Hill Lane, Suite 100, Irving, Texas 75038, and the name of its registered agent at such office is Zolon A. Wilkins, Jr.; and

**WHEREAS**, Services has an authorized capitalization of 1,000,000 shares of common stock, \$1.00 par value (the "Services Stock"), of which 1,002 shares are issued and outstanding; and

**WHEREAS**, Woodstone is a corporation organized and existing under the laws of the State of Texas with its registered office in the State of Texas being located at 2120 Walnut Hill Lane, Suite 100, Irving, Texas 75038, and the name of its registered agent at such office is Zolon A. Wilkins, Sr.; and

**WHEREAS**, Woodstone has an authorized capitalization of 1,000,000 shares of common stock, no par value (the "Woodstone Stock"), of which 1,000 shares are issued and outstanding; and

**WHEREAS**, Management is a corporation organized and existing under the laws of the State of Texas with its registered office in the State of Texas being located at 2120 Walnut Hill Lane, Suite 100, Irving, Texas 75038, and the name of its registered agent at such office is Zolon A. Wilkins, Jr.; and

**WHEREAS**, Management has an authorized capitalization of (i) 750 shares of non-voting redeemable preferred stock, \$1.00 par value, and (ii) 1,000,000 shares of common stock, \$1.00 par value (the "Management Stock"), of which 750 shares of common stock are issued and outstanding; and

**WHEREAS**, the respective Boards of Directors of the Corporations have determined that it is advisable that Glade, Services and Woodstone be merged into Management (the "Merger"), on the terms and conditions hereinafter set forth, in accordance with the applicable provisions of the laws of the State of Texas, which laws permit such Merger;

**NOW, THEREFORE**, in consideration of the premises and of the mutual agreements, covenants and provisions hereinafter contained, the parties hereto agree that Glade, Services and Woodstone be merged into Management, and that the terms and conditions of such Merger, the mode of carrying the same into effect, and the manner and basis of converting the shares of Glade, Services and Woodstone into shares of Management shall be as follows:

## **ARTICLE ONE**

### **MERGER OF CORPORATIONS**

1. Glade, Services and Woodstone shall be merged into Management in accordance with the applicable provisions of the laws of the State of Texas, and Management shall be the surviving corporation to be governed by the laws of the State of Texas.

2. The separate existences of Glade, Services and Woodstone shall cease and the existence of Management shall continue unaffected and unimpaired by the Merger with all the rights, privileges, immunities and powers, and subject to all the duties and liabilities of a corporation organized under the Texas Business Corporation Act. The address of the registered office of Management in Texas is 2120 Walnut Hill Lane, Suite 100, Irving, Texas 75038.

## **ARTICLE TWO**

### **STRUCTURE OF SURVIVING CORPORATION**

1. The Articles of Incorporation of Management, as existing on the Effective Date (as hereinafter defined), shall continue in full force as the Articles of Incorporation of Management until the same shall be altered or amended.

2. The Bylaws of Management, as existing on the Effective Date, shall continue in full force as the Bylaws of Management until altered, amended or repealed, as provided therein or as provided by law.

3. The present Board of Directors of Management on the Effective Date shall continue to serve as the Board of Directors of Management until the next annual meeting or until their successors have been elected and qualified.

4. All persons who at the Effective Date are officers of Management, shall remain officers of Management until the Board of Directors of Management shall determine otherwise.

## **ARTICLE THREE**

### **SURVIVING CORPORATION**

On the effective date of the Merger:

1. Management shall possess all the rights, privileges, immunities, powers and franchises of a public as well as a private nature, and shall be subject to all of the restrictions, disabilities and duties of each of the Corporations; and all property, real, personal and mixed, including all patents, applications for patents, trademarks, trademark registrations and applications for registration of trademarks, together with the good will of the business in connection with which said patents and marks are used, and all debts due on whatever account, including subscriptions to shares of capital stock, and all other things in action and all and every other interest of or belonging to or due to each of the Corporations shall be deemed to be transferred to and vested in Management without further act or deed, and the title to any real estate, or any interest therein, vested in any of the Corporations shall not revert or be in any way impaired by reason of the Merger.

2. Management shall be responsible and liable for all the liabilities and obligations of each of the Corporations and neither the rights of creditors nor any liens upon the property of any of the Corporations shall be impaired by the Merger.

## **ARTICLE FOUR**

### **SHARE CONVERSION**

1. Prior to the Merger, all of the issued and outstanding shares of Services are owned by its parent corporation, Glade. Pursuant to the Merger, Glade will be merged with and into Management. Therefore no shares of Management will be issued for the shares of Services Stock owned by Glade. Upon the Effective Date, all authorized and outstanding common stock of Services, and all rights in respect thereof, shall be canceled forthwith and the certificates representing such shares shall be surrendered and canceled.

2. Prior to the Merger, all of the issued and outstanding shares of Glade are owned by Zolon A. Wilkins, Sr. Pursuant to the Merger, Glade will be merged with and into Management. Therefore, upon the Effective Date the 100 shares of common stock, no par value, of Glade owned by Zolon A. Wilkins, Sr., the sole shareholder of Glade, shall be converted into 750 shares of common stock, \$1.00 par value, of Management.

3. Prior to the Merger, all of the issued and outstanding shares of Woodstone are owned by Zolon A. Wilkins, Sr. Pursuant to the Merger, Woodstone will be merged with and into Management. Pursuant to the Merger, Zolon A. Wilkins, Sr. will own all of the issued and outstanding shares of Management. Therefore, no shares of Management will be issued for the

shares of Woodstone Stock owned by Zolon A. Wilkins, Sr. Upon the Effective Date, all authorized and outstanding common stock of Woodstone and all rights in respect thereof, shall be canceled forthwith and the certificates representing such shares shall be surrendered and canceled.

4. Prior to the Merger, all of the issued and outstanding shares of Management are owned by its parent corporation, Glade. Pursuant to the Merger, Glade will be merged with and into Management. Therefore, upon the Effective Date, the 750 shares of common stock of Management owned by Glade and all rights in respect thereof, shall be canceled forthwith and the certificates representing such shares shall be surrendered and canceled. Pursuant to paragraphs 2 and 3 of this Article Four, upon the Effective Date all of the issued and outstanding shares of common stock of Management, consisting of 900 shares of common stock, shall be owned by Zolon A. Wilkins, Sr.

## **ARTICLE FIVE**

### **REPRESENTATIONS, WARRANTIES, AND COVENANTS OF MANAGEMENT**

Management hereby represents, warrants, and covenants to and with Glade and Services as of the date of this Plan and as of the Closing Date (as defined in Article Fourteen below) as follows:

1. Management is a business corporation duly incorporated, validly existing, and in good standing under the laws of the State of Texas. Management has corporate power and authority to carry on its business as it is presently being conducted.

2. The consummation of the transactions in accordance with the terms, conditions, and provisions of this Plan will not conflict with, or result in a breach of, any term, condition, or provision of, or constitute a default under, any indenture, mortgage, deed of trust, or other material agreement or instrument to which Management is a party, and will not conflict with any provisions of the Articles of Incorporation or the Bylaws of Management, and will not constitute an event that with the lapse of time or action by a third party could result in any default under any of the foregoing, or result in the creation of any lien, charge, or encumbrance upon any of the assets or properties of Management or upon the Management Stock.

3. The consummation of the transactions in accordance with the terms, conditions, and provisions of this Plan will not conflict with, or result in a breach of, any term, condition, or provision of any judgment, order, injunction, decree, writ, or ruling of any court or tribunal, either domestic or foreign.

4. The Board of Directors of Management has approved this Plan and the transactions contemplated hereby and has authorized the execution and delivery of this Plan by Management. Management has full corporate power, authority, and legal right to enter into this Plan.

## **ARTICLE SIX**

### **REPRESENTATIONS, WARRANTIES, AND COVENANTS OF GLADE**

Glade hereby represents, warrants, and covenants to Management as of the date of this Plan and as of the Closing Date as follows:

1. Glade is a business corporation duly incorporated, validly existing, and in good standing under the laws of the State of Texas. Glade has corporate power and authority to carry on its business as it is presently being conducted.
2. The authorized capital stock of Glade consists solely of the Glade Stock, all of the outstanding shares of which are validly issued, fully paid, nonassessable, and not issued in violation of the preemptive rights of any shareholder. There are no outstanding subscriptions, warrants, options, or rights of any kind to acquire from Glade any shares of Glade Stock, other equity securities, or debt securities.
3. The consummation of the transactions in accordance with the terms, conditions, and provisions of this Plan will not conflict with, or result in the breach of, any term, condition, or provision of, or constitute a default under, any indenture, mortgage, deed of trust, or other material agreement or instrument to which Glade is a party, and will not conflict with any provisions of the Articles of Incorporation or Bylaws of Glade, and will not constitute an event that with the lapse of time or action by a third party could result in any default under any of the foregoing, or result in the creation of any lien, charge, or encumbrance upon any of the assets or properties of Glade or upon the Glade Stock.
4. The consummation of the transactions in accordance with the terms, conditions, and provisions of this Plan will not conflict with, or result in a breach of, any term, condition, or provision of any judgment, order, injunction, decree, writ, or ruling of any court or tribunal, either domestic or foreign.
5. The Board of Directors of Glade has approved this Plan and the transactions contemplated hereby and have authorized the execution and delivery by Glade of this Plan. The Board of Directors of Glade has recommended to the shareholders of Glade that they should authorize and approve the transactions contemplated by this Plan. Glade has full corporate power, authority, and legal right to enter into this Plan and, upon appropriate vote of the shareholders of Glade, to approve this Plan and consummate the transactions contemplated hereby.

## **ARTICLE SEVEN**

### **REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SERVICES**

Services hereby represents, warrants, and covenants to Management as of the date of this Plan and as of the Closing Date as follows:

1. Services is a business corporation duly incorporated, validly existing, and in good standing under the laws of the State of Texas. Services has corporate power and authority to carry on its business as it is presently being conducted.

2. The authorized capital stock of Services consists solely of the Services Stock, all of the outstanding shares of which are validly issued, fully paid, nonassessable, and not issued in violation of the preemptive rights of any shareholder. There are no outstanding subscriptions, warrants, options, or rights of any kind to acquire from Services any shares of Services Stock, other equity securities, or debt securities.

3. The consummation of the transactions in accordance with the terms, conditions, and provisions of this Plan will not conflict with, or result in the breach of, any term, condition, or provision of, or constitute a default under, any indenture, mortgage, deed of trust, or other material agreement or instrument to which Services is a party, and will not conflict with any provisions of the Articles of Incorporation or Bylaws of Services, and will not constitute an event that with the lapse of time or action by a third party could result in any default under any of the foregoing, or result in the creation of any lien, charge, or encumbrance upon any of the assets or properties of Services or upon the Services Stock.

4. The consummation of the transactions in accordance with the terms, conditions, and provisions of this Plan will not conflict with, or result in a breach of, any term, condition, or provision of any judgment, order, injunction, decree, writ, or ruling of any court or tribunal, either domestic or foreign.

5. The Board of Directors of Services has approved this Plan and the transactions contemplated hereby and have authorized the execution and delivery by Services of this Plan. The Board of Directors of Services has recommended to the shareholders of Services that they should authorize and approve the transactions contemplated by this Plan. Services has full corporate power, authority, and legal right to enter into this Plan and, upon appropriate vote of the shareholders of Services, to approve this Plan and consummate the transactions contemplated hereby.



## **ARTICLE EIGHT**

### **REPRESENTATIONS, WARRANTIES, AND COVENANTS OF WOODSTONE**

Woodstone hereby represents, warrants, and covenants to Management as of the date of this Plan and as of the Closing Date as follows:

1. Woodstone is a business corporation duly incorporated, validly existing, and in good standing under the laws of the State of Texas. Woodstone has corporate power and authority to carry on its business as it is presently being conducted.

2. The authorized capital stock of Woodstone consists solely of the Woodstone Stock, all of the outstanding shares of which are validly issued, fully paid, nonassessable, and not issued in violation of the preemptive rights of any shareholder. There are no outstanding subscriptions, warrants, options, or rights of any kind to acquire from Woodstone any shares of Woodstone Stock, other equity securities, or debt securities.

3. The consummation of the transactions in accordance with the terms, conditions, and provisions of this Plan will not conflict with, or result in the breach of, any term, condition, or provision of, or constitute a default under, any indenture, mortgage, deed of trust, or other material agreement or instrument to which Woodstone is a party, and will not conflict with any provisions of the Articles of Incorporation or Bylaws of Woodstone, and will not constitute an event that with the lapse of time or action by a third party could result in any default under any of the foregoing, or result in the creation of any lien, charge, or encumbrance upon any of the assets or properties of Woodstone or upon the Woodstone Stock.

4. The consummation of the transactions in accordance with the terms, conditions, and provisions of this Plan will not conflict with, or result in a breach of, any term, condition, or provision of any judgment, order, injunction, decree, writ, or ruling of any court or tribunal, either domestic or foreign.

5. The Board of Directors of Woodstone has approved this Plan and the transactions contemplated hereby and have authorized the execution and delivery by Woodstone of this Plan. The Board of Directors of Woodstone has recommended to the shareholders of Woodstone that they should authorize and approve the transactions contemplated by this Plan. Woodstone has full corporate power, authority, and legal right to enter into this Plan and, upon appropriate vote of the shareholders of Woodstone, to approve this Plan and consummate the transactions contemplated hereby.

## **ARTICLE NINE**

### **CONDITIONS TO OBLIGATIONS OF MANAGEMENT, GLADE, SERVICES AND WOODSTONE**

The obligations of Management, Glade, Services and Woodstone to cause the Merger to be consummated shall be subject to the satisfaction on or before the Closing Date of all of the following conditions, except as such parties may waive such conditions in writing:

1. This Plan shall have been duly approved by the requisite vote of the shareholders of Management, Glade, Services and Woodstone.
2. On the Closing Date, there shall not be pending or threatened litigation in any court or any proceeding by any governmental commission, board, or agency with a view to seeking, or in which it is sought, to restrain or prohibit consummation of the Merger, or in which it is sought to obtain divestiture, rescission, or damages in connection with the Merger or the consummation of the Merger, and to the knowledge or any of the parties hereto, no investigation by any governmental agency shall be pending or threatened that might result in any such suit, action, or other proceeding.

## **ARTICLE TEN**

### **CONDITIONS TO OBLIGATIONS OF MANAGEMENT**

The obligation of Management to cause the Merger to be consummated shall be subject to the satisfaction on or before the Closing Date of all of the following conditions, except as Management may waive such conditions in writing:

1. All representations and warranties of Glade, Services and Woodstone contained in this Plan, other than any representations and warranties as to future events, shall be true in all material respects on and as of the Closing Date as if such representations and warranties were made on and as of the Closing Date, and Glade, Services and Woodstone shall have performed all agreements and covenants required by this Plan to be performed by it on or prior to the Closing Date.
2. There shall have been no changes after the Closing Date of this Plan in the results of operations (as compared with the prior fiscal year), assets, liabilities, financial condition, or affairs of Glade, Services and/or Woodstone that, in the aggregate, are materially adverse.

## **ARTICLE ELEVEN**

### **CONDITIONS TO OBLIGATIONS OF GLADE**

The obligation of Glade to cause the Merger to be consummated shall be subject to the satisfaction on or before the Closing Date of all of the following conditions, except as Glade may waive such conditions in writing:

1. All representations and warranties of Management contained in this Plan shall be true in all material respects on and as of the Closing Date as if such representations and warranties were made on and as of the Closing Date, and Management shall have performed all agreements and covenants required by this Plan to be performed by it on or prior to the Closing Date.

2. There shall have been no changes after the Closing Date of this Plan in the results of operations (as compared with the prior fiscal year), assets, liabilities, financial condition, or affairs of Management that, in the aggregate, are materially adverse.

## **ARTICLE TWELVE**

### **CONDITIONS TO OBLIGATIONS OF SERVICES**

The obligation of Services to cause the Merger to be consummated shall be subject to the satisfaction on or before the Closing Date of all of the following conditions, except as Services may waive such conditions in writing:

1. All representations and warranties of Management contained in this Plan shall be true in all material respects on and as of the Closing Date as if such representations and warranties were made on and as of the Closing Date, and Management shall have performed all agreements and covenants required by this Plan to be performed by it on or prior to the Closing Date.

2. There shall have been no changes after the Closing Date of this Plan in the results of operations (as compared with the prior fiscal year), assets, liabilities, financial condition, or affairs of Management that, in the aggregate, are materially adverse.

## **ARTICLE THIRTEEN**

### **CONDITIONS TO OBLIGATIONS OF WOODSTONE**

The obligation of Woodstone to cause the Merger to be consummated shall be subject to the satisfaction on or before the Closing Date of all of the following conditions, except as Woodstone may waive such conditions in writing:

1. All representations and warranties of Management contained in this Plan shall be true in all material respects on and as of the Closing Date as if such representations and warranties

were made on and as of the Closing Date, and Management shall have performed all agreements and covenants required by this Plan to be performed by it on or prior to the Closing Date.

2. There shall have been no changes after the Closing Date of this Plan in the results of operations (as compared with the prior fiscal year), assets, liabilities, financial condition, or affairs of Management that, in the aggregate, are materially adverse.

#### ARTICLE FOURTEEN

##### EXPENSES AND TAXES

Management shall pay all expenses of accomplishing the Merger. Pursuant to Article 5.04C of the Texas Business Corporation Act, Management, as the surviving corporation of the Merger, will be responsible for the payment of all fees and franchise taxes as required by law for each of Glade, Services and Woodstone, and Management shall be obligated to pay such fees and franchise taxes if the same are not timely paid.

#### ARTICLE FIFTEEN

##### FURTHER ASSURANCES AND ASSIGNMENTS

1. If at any time Management shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest or to perfect or confirm of record in Management the title to any property or rights of Glade, Services, or Woodstone, or to otherwise carry out the provisions hereof, the proper officers and directors of Glade, Services and/or Woodstone as of the Effective Date shall execute and deliver or cause to be executed and delivered any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to vest, perfect or confirm title to such property or rights in Management.

2. Each of the Corporations shall take, or cause to be taken, all action or do or cause to be done, all things necessary, proper or advisable under the laws of the State of Texas, to consummate and make effective the Merger, subject, however to the appropriate vote or consent of the shareholders of each of the Corporations in accordance with the requirements of the applicable provisions of the laws of the State of Texas.

#### ARTICLE SIXTEEN

##### CLOSING DATE AND EFFECTIVE DATE

The "Closing Date" of this Plan and the transactions contemplated hereby shall be such date as Glade, Services, Woodstone and Management, respectively, may agree. Subject to the terms and upon satisfaction on or before the Closing Date of all requirements of law and conditions specified in this Plan, Glade, Services, Woodstone and Management shall, at the Closing Date, execute, acknowledge, and deliver such other documents and instruments and take such further action as may be necessary or appropriate to consummate the Merger. Immediately

thereafter, Glade, Services, Woodstone and Management shall file, or cause to be filed, all necessary documents and instruments. The "Effective Time" is the date on which the Merger is effective, which shall be on the date specified in the Articles of Merger to be filed with the Texas Secretary of State, and if no date is specified in such Articles of Merger, then the Effective Time shall be the date the Articles of Merger are filed with the Texas Secretary of State.

## **ARTICLE SEVENTEEN**

### **TERMINATION**

Anything herein or elsewhere to the contrary notwithstanding, this Plan may be abandoned by the action of the Board of Directors of Glade, Services, Woodstone or Management at any time prior to the Effective Date, whether before or after submission to their respective shareholders, upon the happening of anyone of the following events:

1. If the Merger fails to obtain the requisite vote of shareholders of Glade, Services, Woodstone or Management by June 30, 1998; or
2. The election of the Board of Directors of Glade, Services, Woodstone or Management.

## **ARTICLE EIGHTEEN**

### **ENTIRE AGREEMENT; COUNTERPARTS**

This Plan contains the entire agreement between the parties with respect to the transaction contemplated hereby. It may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts together constitute only one and the same instrument.

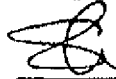
## **ARTICLE NINETEEN**

### **CONTROLLING LAW**

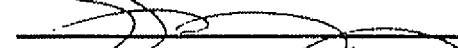
The validity, interpretation and performance of this Plan shall be controlled by and construed under the laws of the State of Texas.

IN WITNESS WHEREOF, the corporate parties hereto, pursuant to authority given by their respective Board of Directors, have caused this Plan to be entered into and signed by their respective officers, all as of the date and year first above written.


Glade Financial Services, Inc.,  
a Texas corporation

By:   
Name: Sharon Hagan  
Title: President


Lexington Services Corporation,  
a Texas corporation

By:   
Name: ZOLON A. WILKINS, JR.  
Title: CHAIRMAN

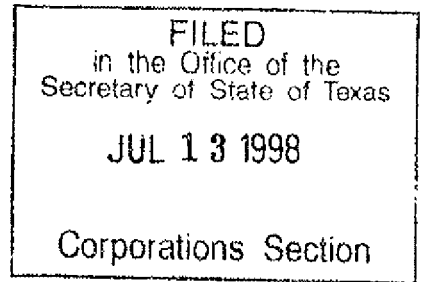
Lexington Management Corporation,  
a Texas corporation

By:   
Name: MICHAEL G. WILKINS  
Title: VICE CHAIRMAN

Woodstone International, Inc.,  
a Texas corporation

By:   
Name: ZOLON A. WILKINS, JR.  
Title: CHAIRMAN.

**ARTICLES OF CORRECTION**  
**TO THE**  
**ARTICLES OF MERGER**  
**OF**  
**GLADE FINANCIAL SERVICES, INC.,**  
**LEXINGTON SERVICES CORPORATION**  
**AND**  
**WOODSTONE INTERNATIONAL, INC.**  
**INTO**  
**LEXINGTON MANAGEMENT CORPORATION**



Pursuant to the provisions of TEX. REV. CIV. STAT. ANN. art. 1302-7.01, the undersigned corporation submits the following Articles of Correction to its Articles of Merger.

**ARTICLE I**

The name of the corporation is Lexington Management Corporation.

**ARTICLE II**

The instrument which is to be corrected is the Articles of Merger of Glade Financial Services, Inc., Lexington Services Corporation, Woodstone International, Inc. into Lexington Management Corporation (the "Articles of Merger") which were filed by the Secretary of State of the State of Texas on June 23, 1998 to be effective as of July 1, 1998.

**ARTICLE III**

**ARTICLE FOUR**, Paragraph 4 of the Agreement and Plan of Merger which is attached as Exhibit "A" to the Articles of Merger (the "Plan") contains a typographical error in the number of shares of common stock of Lexington Management Corporation which will be issued and outstanding as of the effective date of the merger .

ARTICLE IV

ARTICLE FOUR, Paragraph 4 of the Plan is hereby corrected so as to provide in its entirety as follows:

"4. Prior to the Merger, all of the issued and outstanding shares of Management are owned by its parent corporation, Glade. Pursuant to the Merger, Glade will be merged with and into Management. Therefore, upon the Effective Date, the 750 shares of common stock of Management owned by Glade and all rights in respect thereof, shall be canceled forthwith and the certificates representing such shares shall be surrendered and canceled. Pursuant to paragraphs 2 and 3 of this Article Four, upon the Effective Date all of the issued and outstanding shares of common stock of Management, consisting of 750 shares of common stock, shall be owned by Zolon A. Wilkins, Sr."

LEXINGTON MANAGEMENT CORPORATION

By:

  
Name: ZOLON A. WILKINS

Title: President