



ROSS MILLER
Secretary of State
204 North Carson Street, Ste 1
Carson City, Nevada 89701-4299
(775) 684 5708
Website: www.nvsos.gov

Articles of Merger

(PURSUANT TO NRS 92A.200)

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USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Articles of Merger (Pursuant to NRS Chapter 92A - excluding 92A.200(4b))

- 1) Name and jurisdiction of organization of each constituent entity (NRS 92A.200). If there are more than four merging entities, check box ☐ and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity.

1ST TEXAS NATURAL GAS COMPANY, INC.

Name of merging entity

WYOMING

Jurisdiction

CORPORATION

Entity type *

Name of merging entity

Jurisdiction

Entity type *

Name of merging entity

Jurisdiction

Entity type *

Name of merging entity

Jurisdiction

Entity type *

and,

RIVERDALE CAPITAL, LTD.

Name of surviving entity

NEVADA

Jurisdiction

CORPORATION

Entity type *

* Corporation, non-profit corporation, limited partnership, limited-liability company or business trust.

Filing Fee: \$350.00

This form must be accompanied by appropriate fees.



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- 2) Forwarding address where copies of process may be sent by the Secretary of State of Nevada (if a foreign entity is the survivor in the merger - NRS 92A.1 90):

Attn: PETER CAMPITIELLO

c/o: TARTER, KRINSKY & DROGIN LLP
1350 BROADWAY
NEW YORK, NEW YORK 10018

- 3) (Choose one)

- ☒ The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.200).
- ☐ The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.180)

- 4) Owner's approval (NRS 92A.200) (options a, b, or c must be used, as applicable, for each entity) (if there are more than four merging entities, check box ☐ and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity):

- (a) Owner's approval was not required from

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or;

Name of surviving entity, if applicable



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(b) The plan was approved by the required consent of the owners of *:

1ST TEXAS NATURAL GAS COMPANY, INC.

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or,

RIVERDALE CAPITAL, LTD.

Name of surviving entity, if applicable

* Unless otherwise provided in the certificate of trust or governing instrument of a business trust, a merger must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the merger.



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(c) Approval of plan of merger for Nevada non-profit corporation (NRS 92A.160):

The plan of merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

IST TEXAS NATURAL GAS COMPANY, INC.

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and, or;

RIVERDALE CAPITAL, LTD.

Name of surviving entity, if applicable



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5) Amendments, if any, to the articles or certificate of the surviving entity. Provide article numbers, if available. (NRS 92A.200)*:

6) Location of Plan of Merger (check a or b):

☒ (a) The entire plan of merger is attached;

or,

☐ (b) The entire plan of merger is on file at the registered office of the surviving corporation, limited-liability company or business trust, or at the records office address if a limited partnership, or other place of business of the surviving entity (NRS 92A.200).

7) Effective date (optional)**:

* Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please entitle them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A.180 (merger of subsidiary into parent - Nevada parent owning 90% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.

** A merger takes effect upon filing the articles of merger or upon a later date as specified in the articles, which must not be more than 90 days after the articles are filed (NRS 92A.240).



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- 8) Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or one member if there are no managers; A trustee of each Nevada business trust (NRS 92A.230)*

(If there are more than four merging entities, check box ☐ and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity.):

1ST TEXAS NATURAL GAS COMPANY, INC.

Name of merging entity

X

Signature

Title

Date

Name of merging entity

X

Signature

Title

Date

Name of merging entity

X

Signature

Title

Date

Name of merging entity

X

Signature

Title

Date

RIVERDALE CAPITAL, LTD.

Name of surviving entity

X

Signature

Title

Date

* The articles of merger must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger (this "Agreement"), dated as of August 3, 2009 is entered into by and between 1ST TEXAS NATURAL GAS COMPANY, INC., a Wyoming corporation ("1st Texas") and RIVERDALE CAPITAL LTD., a Nevada corporation ("Riverdale") (individually a Party and collectively, the Parties).

RECITALS:

WHEREAS, the Board of Directors of each of 1st Texas and Riverdale have determined that it is in the best interests of 1st Texas and Riverdale and their shareholders to effect a business combination pursuant to which 1st Texas will merge with and into Riverdale on the terms and subject to the conditions set forth herein (the "Merger");

WHEREAS, the Board of Directors of each 1st Texas and Riverdale and the shareholders of 1st Texas and Riverdale have approved this Agreement and the Merger pursuant to the terms and conditions herein set forth as of the date hereof;

WHEREAS, for federal income tax purposes, it is intended that the Merger shall qualify to the extent possible as a tax-free reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code");

NOW, THEREFORE, in consideration of the above premises and the mutual promises set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

THE MERGER

Section 1. The Merger. At the Effective Time (as hereinafter defined) and upon the terms and subject to the conditions of this Agreement and in accordance with Section 92.A.200 of the Nevada Revised Statutes ("NRS") and the Wyoming Business Corporation Act ("WBCA") 1st Texas shall be merged with and into Riverdale. Following the Merger, Riverdale shall continue as the surviving corporation (the "Surviving Entity") and the separate corporate existence of 1st Texas shall cease.

Section 2. Effective Time. The parties hereto will file with the Secretary of State of the State of Nevada and the Secretary of State of Wyoming or other governmental agencies as required under applicable law certificates of merger in such form as required by, and executed in accordance with, the relevant provisions of the law of each such state. The later of (i) the effective time of the filing of the certificate of merger with the Secretary of State of the State of Nevada or (ii) the effective time of the filing of the certificate of merger with the Secretary of State of the State of Wyoming is the "Effective Time".

Section 3. Effects of Merger. The Merger shall have the effects set forth in the NRS and the WBCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the properties, rights, privileges, powers and franchises of 1st Texas shall vest in the Surviving Entity, and all debts, liabilities and duties of Riverdale shall become the debts, liabilities and duties of the Surviving Entity.

Section 4. Articles of Incorporation. The Articles of Incorporation of Riverdale, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Entity until amended in accordance with applicable law.

Section 5. Directors and Officers. As of the Effective Time, the directors and officers of the Surviving Entity shall be comprised of the individuals listed in Exhibit A hereto who shall hold office in accordance with the Article of Incorporation and By-Laws of the Surviving Entity until their successors are duly elected or appointed and qualified or until their earlier death, resignation or removal.

Section 6. Tax Consequences. It is intended by the parties hereto that the Merger shall constitute a tax-free reorganization within the meaning of Section 368(a)(1)(A) of the Code. Each party hereto shall use its commercially reasonable efforts to cause the Merger to be so qualified, shall report the transactions contemplated by this Agreement in a manner consistent with such reorganization treatment and will not take any position inconsistent therewith in any tax return, refund claim, litigation or otherwise unless required to do so by law. The Merger shall be treated as a purchase for accounting purposes.

Section 7. No Further Ownership Rights in 1st Texas Common Stock. At the Effective Time each share of 1st Texas Common Stock owned prior to the Effective Time shall be cancelled and extinguished.

Section 8. Stock Certificates. At or after the Effective Time, certificates representing 1st Texas Common Stock (the "Old Common Stock") presented to the Surviving Entity shall be exchanged for certificates representing Riverdale Common Stock (the "New Common Stock") at a ratio of one share of Riverdale Common Stock for each two hundred (200) shares of 1st Texas Common Stock. Each holder of a certificate or certificates which immediately prior to the Effective Time represented outstanding shares of Old Common Stock (the "Old Certificates," whether one or more) shall be entitled to receive upon surrender of such Old Certificates to the Company's transfer agent for cancellation, a certificate or certificates (the "New Certificates," whether one or more) representing the number of whole shares of the New Common Stock into which and for which the shares of the Old Common Stock formerly represented by the Old Certificates so surrendered are merged under the terms hereof. From and after the Effective Time, Old Certificates shall represent only the right to receive New Certificates pursuant to the provisions hereof. No certificate representing fractional share interests in New Common Stock will be issued, and no fractional share interest will entitle the holder thereof to vote, or to any rights of a stockholder of the Company. All fractional shares of Common Stock shall be rounded to the next higher whole number of shares of Common Stock. If more than one Old Certificate shall be surrendered at one time for the account of the same stockholder, the number of full shares of New Common Stock for which New Certificates shall be issued shall be computed on the basis of the aggregate number of shares represented by the Old Certificates so surrendered. In the event that the Company's transfer agent determines that a holder of Old Certificates has not tendered all his certificates for exchange, the transfer agent shall carry forward any fractional shares until all certificates of that holder have been presented for exchange such that payment for fractional shares to any one person shall not exceed the value of one share. From and after the Effective Time, the amount of capital represented by the shares of the New Common Stock into which and for which the shares of the Old Common Stock are merged under the terms hereof shall be the same as the amount of capital represented by the shares of Old Common Stock so merged, until thereafter reduced or increased in accordance with applicable law.

Section 9. Shareholders' Approval. This Agreement and the Merger provided for herein have been submitted for approval to, and approved by, the shareholders of 1st Texas in the manner prescribed by the provisions of the WBCA and the shareholders of Riverdale in the manner prescribed by the provisions of the NRS.

Section 10. Commercially Reasonable Efforts. Subject to the terms and conditions of this Agreement, each party will use commercially reasonable efforts to take, or cause to be taken, all actions

and to do, or cause to be done, all things necessary, proper and advisable under applicable laws to consummate the Merger and the other transactions contemplated by this Agreement. Neither Riverdale nor 1st Texas will take, agree to take or knowingly permit to be taken any action or do or knowingly permit to be done anything in the conduct of the business of the companies, or otherwise, which would be contrary to or in breach of any of the terms or provisions of this Agreement.

Section 11. Termination. This Agreement may be terminated and the Merger and the other transactions contemplated herein may be abandoned at any time prior to the Effective Time by mutual written consent of Riverdale and 1st Texas.

Section 12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

Section 13. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, both the parties hereto caused this Agreement to be executed on their behalf by their respective officers thereunto duly authorized all as of the date first above written.

1ST TEXAS NATURAL GAS COMPANY, INC.

By: _____
Name: Phillip Kueber
Title: Chief Executive Officer

RIVERDALE CAPITAL LTD.

By: _____
Name: Phillip Kueber
Title: Chief Executive Officer