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2007 MAY 24 AM 10:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

5/29/07

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May 22, 2007

*Via Federal Express*

Florida Department of State
Amendment Section
Division of Corporations
2661 Executive Center Circle
Tallahassee, FL 32301

Re: Merger of Spectrum Executive Hotels, Inc., a Colorado corporation, with and into Spectrum Hotels, Inc., a Florida corporation

Dear Sirs:

Enclosed are the original and one copy of Articles of Merger of Spectrum Executive Hotels, Inc., a Colorado corporation, with and into Spectrum Hotels, Inc., a Florida corporation, as the surviving corporation, with a copy of the Plan of Merger and Merger Agreement attached.

We would appreciate your filing the Articles of Merger as soon as possible and forwarding a certified copy of the Articles of Merger to me on the date of filing.

Our checks for $70.00 and $8.75 to cover your fee are also enclosed.

Thank you for your assistance in this matter.

Sincerely,

Robert Abraham

Robert Abraham

RA:cm
Enclosures
VE024.1

FILED

2007 MAY 24 AM 10: 30

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

# ARTICLES OF MERGER

The following articles of merger of Spectrum Executive Hotels, Inc., a Colorado corporation, with and into Spectrum Hotels, Inc., a Florida corporation, are submitted in accordance with the the Florida Business Corporation Act, pursuant to Section 607.1105, Florida Statutes:

**First:** The name and jurisdiction of the surviving corporation are as follows:

| Name | Jurisdiction | Document Number |
|---|---|---|
| Spectrum Hotels, Inc. | Florida | P06000052465 |

**Second:** The name and jurisdiction of the merging corporation are as follows:

| Name | Jurisdiction | Document Number |
|---|---|---|
| Spectrum Executive Hotels, Inc. | Colorado | 19871666537 |

**Third:** The Plan of Merger and Merger Agreement is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**Fifth:** The Plan of Merger and Merger Agreement was adopted by the shareholders of the surviving corporation on May 15, 2007.

**Sixth:** The Plan of Merger and Merger Agreement was adopted by the shareholders of the merging corporation on May 15, 2007.

Dated May 15, 2007.

Spectrum Executive Hotels, Inc.,
a Colorado corporation

By: ______________________
Michael Krecek, President

Spectrum Hotels, Inc.,
a Florida corporation

By: ______________________
Michael Krecek, President

# PLAN OF MERGER AND MERGER AGREEMENT

This Plan of Merger and Merger Agreement is made and entered into by and between Spectrum Executive Hotels, Inc., a Colorado corporation, and Spectrum Hotels, Inc., a Florida corporation.

It is agreed, in consideration of the mutual covenants, representations, warranties and agreements herein contained, as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions. In addition to such other definitions as may be found throughout this Agreement, the following words and phrases used in this Agreement shall have the following meanings:

a. "Spectrum Colorado": Spectrum Executive Hotels, Inc., a Colorado corporation.

b. "Spectrum Florida": Spectrum Hotels, Inc., a Florida corporation.

c. "Constituent Corporations": Spectrum Colorado and Spectrum Florida, the parties to the Merger.

d. "Resulting Corporation": The corporation into which the other Constituent Corporation is, or is to be, merged.

e. "Continuing Corporation" or "Surviving Corporation": The Resulting Corporation when reference is made to it after the Effective Time of the Merger.

f. "Colorado Corporation Act": The Colorado Business Corporation Act.

g. "Florida Corporation Act": The Florida Business Corporation Act.

h. "Merger": The merger of Spectrum Colorado and Spectrum Florida.

i. "Closing": The closing of the Merger.

j. "Effective Time of the Merger": The date and time of filing of such documents as may be required with the appropriate governmental agencies in order to cause the Merger to become effective.

ARTICLE II
RECITALS

2.1 Recitals. The following recitals are true and correct and are hereby made a part of this Agreement:

a. Spectrum Colorado is a corporation duly organized and existing under the laws of the State of Colorado, is qualified to engage in business in the State of Florida as a foreign corporation, and is actively engaged in business in the State of Florida as owner and operator of the Wingate by Wyndham hotel at 5661 Windhover Drive, Orlando, Florida. Spectrum Colorado presently has no assets or business operations in the State of Colorado or in any State other than the State of Florida.

c. Spectrum Florida is a corporation duly organized and existing under the laws of the State of Florida and is fully qualified to engage in business in the State of Florida. Spectrum Florida presently has no assets or business operations, either in the State of Florida or elsewhere.

d. Spectrum Colorado, as a Colorado corporation engaging in business only in the State of Florida, is subject to greater administrative costs and taxes than it would be if it were a Florida domestic corporation.

e. The shareholders of Spectrum Colorado and Spectrum Florida are identical, with each shareholder holding equal numbers of shares of common stock of each corporation, as follows:

| Name | Shares of Spectrum Colorado | Shares of Spectrum Florida |
|---|---|---|
| Michael Krecek | 200 shares | 200 shares |
| Rogatien Krecek | 45 shares | 45 shares |

These shares constitute all issued and outstanding shares of each corporation.

f. The Boards of Directors of Spectrum Colorado and Spectrum Florida, respectively, consider it to be in the best interests of Spectrum Colorado and Spectrum Florida, respectively, and of their respective shareholders, that Spectrum Colorado and Spectrum Florida merge pursuant to this Agreement and that Spectrum Florida be the Resulting Corporation and Continuing Corporation.

g. This Agreement has been approved and adopted by all directors and shareholders of Spectrum Colorado and Spectrum Florida, each of whom has joined in the execution of this Agreement to evidence such approval and adoption.

## ARTICLE III
## THE MERGER

3.1 Agreement to Merge. Spectrum Colorado and Spectrum Florida shall be merged in accordance with the provisions of Section 7-111-107 of the Colorado Corporation Act and Section 607.1107 of the the Florida Corporation Act. The terms and conditions of the Merger, the mode of carrying the Merger into effect, the manner of converting the shares of Spectrum Colorado and Spectrum Florida into shares of the Continuing Corporation, and certain other provisions relating thereto shall be as hereinafter set forth.

3.2 Consummation of Merger; Closing Date.

a. Spectrum Colorado shall be merged with and into Spectrum Florida, and Spectrum Florida shall be the Resulting Corporation and Continuing Corporation.

b. The Closing of the Merger shall be deemed to have occurred simultaneously with the execution of this Agreement by Spectrum Colorado and Spectrum Florida and their respective directors and shareholders.

c. Upon execution of this Agreement by Spectrum Colorado and Spectrum Florida and their respective directors and shareholders, Spectrum Florida, as the Surviving Corporation, shall: (i) deliver a statement of merger to the Secretary of State of Colorado for filing, pursuant to Section 7-90-203(5) of the Colorado Corporation Act; and (ii) deliver articles of merger to the Florida Department of State for filing, pursuant to Section 607.1105 of the Florida Corporation Act.

3.3 Effect of Merger. At the Effective Time of the Merger:

a. The Articles of Incorporation of the Continuing Corporation shall be the Articles of Incorporation of Spectrum Florida, as set forth in Exhibit A attached hereto. The established and authorized main office of Spectrum Florida shall become the office of the Continuing Corporation, and the main office of the Continuing Corporation shall be located at 1535 Baywater Court, Heathrow, Florida 32746. The Bylaws of Spectrum Florida in effect immediately prior to the Merger shall become and be the Bylaws of the Continuing Corporation until altered, amended or repealed in accordance with applicable law.

b. The corporate existence of Spectrum Colorado and Spectrum Florida shall, as provided by applicable law governing the Merger, be merged into and continued in the Continuing Corporation; and the Continuing Corporation shall be deemed to be the same corporation as each of Spectrum Colorado and Spectrum Florida . The Continuing Corporation, at the Effective Time of the Merger, and without any order or other action on the part of any other person, shall hold and enjoy all assets and property (real, personal and mixed), all rights, franchises and interests, of each of Spectrum Colorado and Spectrum Florida in the same manner and to the same extent as such rights, franchises and interests were held or enjoyed by each of Spectrum Colorado and Spectrum Florida, respectively, immediately before the Effective Time of the Merger.

c. The Continuing Corporation shall be liable for all liabilities existing immediately before the Effective Time of the Merger of each of Spectrum Colorado and Spectrum Florida , respectively; and all deposits, debts, liabilities, obligations and contracts of each of Spectrum Colorado and Spectrum Florida, matured or unmatured, including all liabilities of each of Spectrum Colorado and Spectrum Florida for taxes, whether existing immediately before the Effective Time of the Merger or arising as a result of or pursuant to such transactions, shall be those of the Continuing Corporation and shall not be released or impaired by the Merger; and all rights of creditors and other obligees and all liens on property of Spectrum Colorado and Spectrum Florida shall be preserved unimpaired.

d. The Federal Employer Identification Number ("FEIN") for the Continuing Corporation shall be Spectrum Colorado's FEIN, 84-1029505.

3.4 Further Assurances. From and after the Effective Time of the Merger, as and when requested by the Continuing Corporation, the officers and directors of each Constituent Corporation last in office shall execute and deliver or cause to be executed or delivered in the name of such Constituent Corporation such instruments and take or cause to be taken such further or other actions as shall be necessary in order to vest or perfect in or confirm of record or otherwise to the Continuing Corporation title to and possession of all of the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of each Constituent Corporation.

3.5 Directors and Officers. From and after the Effective Time of the Merger, until replaced pursuant to applicable laws, the directors and executive officers of the Continuing Corporation shall be as follows:

| | |
|---|---|
| President: | Michael Krecek |
| Vice President: | Rogatien Krecek |
| Secretary: | Michael Krecek |
| Treasurer: | Michael Krecek |

ARTICLE IV
CONVERSION OF SHARES

4.1 Manner of Conversion. Subject to the provisions hereof, as of the Effective Time of the Merger and by virtue of the Merger and without any action on the part of any holder of any Spectrum Colorado and Spectrum Florida, all outstanding shares of common stock of Spectrum Colorado and Spectrum Florida Share shall be converted into common stock of the Continuing Corporation, so that each shareholder of Spectrum Colorado and Spectrum Florida will hold the same number of shares of common stock of the Continuing Corporation as such shareholder had in the Constituent Corporations, as follows:

| Name | Shares of Continuing Corporation |
|---|---|
| Michael Krecek | 200 shares |
| Rogatien Krecek | 45 shares |

As of the Effective Time of the Merger, these shares shall constitute all issued and outstanding shares of the Continuing Corporation.

4.2 Effectuating Exchange.

a. After the Effective Time of the Merger, each outstanding certificate formerly representing Spectrum Colorado and Spectrum Florida shares shall ipso facto, and without any action on the part of any holder thereof, no longer represent such shares, and outstanding certificates of Spectrum Colorado and Spectrum Florida shares shall thereafter solely represent shares of common stock of the Continuing Corporation.

b. After the Effective Time of the Merger, there shall be no transfer on the stock transfer books of Spectrum Colorado and Spectrum Florida (or the Continuing Corporation) of the Spectrum Colorado and Spectrum Florida shares which were issued and outstanding immediately prior to the Effective Time of the Merger. If, after the Effective Time of the Merger, certificates representing such Spectrum Colorado and Spectrum Florida shares are presented to the Continuing Corporation, such certificates shall be cancelled and exchanged for shares of the Continuing Corporation, as provided in this Agreement.

## ARTICLE V
## MISCELLANEOUS

5.1 Paragraph Headings. The paragraph headings in this Agreement have been inserted only as a matter of convenience and for ease of reference, and in no way define, limit or describe the scope of this Agreement or the intent of any provision.

5.2 Successors and Assigns. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by each of the parties and their respective successors and any permitted assigns.

5.3 Attorneys' Fees; Costs. In any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs and other expenses incurred in connection therewith, including such fees and costs in the trial court and on any appeal.

5.4 Construction. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

5.5 Venue; Jurisdiction. Venue of all actions arising hereunder shall be exclusively in Volusia County, Florida. Jurisdiction of all such actions shall be exclusively in the state courts of Florida in Seminole County, Florida.

5.6 Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and such counterparts together shall constitute one and the same instrument. Any signed copy transmitted by facsimile or electronic means shall be treated in all respects as an original document, the signature of any party thereon shall be considered an original signature, and the document transmitted shall have the same binding legal effect as a document with an original signature.

5.7 Severability. If one or more provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5.8 Survival. Except as may otherwise be provided in this Agreement, all agreements, representations and warranties contained herein shall survive the consummation of the transaction described in this Agreement.

5.9 Additional Items. Each party agrees to execute and deliver in proper form any additional items or documents, and to do any and all other things, whether or not specified in this Agreement, that may appear at any time to be necessary to fully accomplish the purposes and objectives of the parties to this Agreement.

5.10 Notices. Notices given pursuant to this Agreement shall be deemed to have been properly given if served personally, delivered by Federal Express or similar overnight delivery service, or deposited in the U.S. mail, postage prepaid, and certified, to the address of a party as shown on the records of the Florida Department of State, or to such other address as a party may notify another party in the manner described herein. Any such notice shall be deemed given as of the date delivered, if served personally or by Federal Express or similar delivery service, or as of the date deposited in any post office box regularly maintained by the United States Postal Service, if mailed.

5.11 Effective Date. The effective date of this Agreement is the date and time at which this Agreement is signed by the last party or person to sign it.

5.12 Assignment. This Agreement and the rights and obligations of the parties under this Agreement are not assignable, unless assigned with the written consent of the other party.

EXECUTION

This Agreement is executed by each party on the date indicated.

Spectrum Executive Hotels, Inc., a Colorado corporation

By:____________
Its President
Date signed: 5/18/07

Spectrum Hotels, Inc., a Florida corporation

By:____________
Its President
Date signed: 5/18/07

JOINDER

The following persons, being all directors and shareholders of Spectrum Executive Hotels, Inc., a Colorado corporation, and Spectrum Hotels, Inc., a Florida corporation, hereby join in the foregoing Agreement for the purpose of acknowledging and evidencing the approval and adoption of the Agreement by the boards of directors and shareholders of each of said corporations.

____________
Michael Krecek, shareholder and director of Spectrum Executive Hotels, Inc.
Date signed: 5/18/07

____________
Michael Krecek, shareholder and director of Spectrum Hotels, Inc.
Date signed: 5/18/07

____________
Rogatien Krecek, shareholder and director of Spectrum Executive Hotels, Inc.
Date signed: 5/18/07

____________
Rogatien Krecek, shareholder and director of Spectrum Hotels, Inc.
Date signed: 5/19/07