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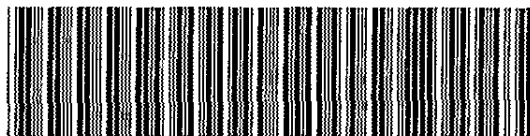
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CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032

REFERENCE : 937346 5059367

AUTHORIZATION :

Patricia Knight

COST LIMIT : \$ 50.00

ORDER DATE : February 20, 2003

ORDER TIME : 12:05 PM

ORDER NO. : 937346-005

CUSTOMER NO: 5059367

CUSTOMER: Gerri Harwig, Corp Spec.
The Broe Companies, Inc.
Floor 4th, 252 Clayton Street
4th Floor
Denver, CO 80206

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ARTICLES OF MERGER

MOUNT SHAVANO, LLC

INTO

ASPEN WILLOWWOOD, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Susie Knight EX 1156
EXAMINER'S INITIALS: _____

ARTICLES OF MERGER
Merger Sheet

MERGING:

MOUNT SHAVANO, LLC, A FLORIDA LIMITED LIABILITY COMPANY
(L00000014677)

into

ASPEN WILLOWWOOD, LLC, a Colorado entity M00000002548

File date: February 21, 2003

Corporate Specialist: Diane Cushing

Account number: 072100000032

Amount charged: 50.00

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

Name and Street Address	Jurisdiction	Entity Type
1. Aspen Willowood, LLC 252 Clayton Street, 4th Floor Denver, Colorado 80206	Colorado	LLC
Florida Document/Registration Number: M00000002548		FEI Number: 84-156832
2. Mount Shavano, LLC Central Kansas Railway, LLC 252 Clayton Street, 4th Floor Denver, Colorado 80206	Florida	LLC
Florida Document/Registration Number: L00000014677		FEI Number: 91-2104092
3.		
Florida Document/Registration Number:		FEI Number:
4.		
Florida Document/Registration Number:		FEI Number:

(Attach additional sheet(s) if necessary)

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Aspen Willowood, LLC 252 Clayton Street, 4th Floor Denver, Colorado 80206	Colorado	LLC

Florida Document/Registration Number: M00000002548

FEI Number: 84-1568329

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.6103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

The date the Articles of Merger are filed with Florida Department of State

N/A

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

(Attach additional sheet(s) if necessary)

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is dated as of February 19, 2003, by and between Mount Shavano, LLC, a Florida limited liability company ("Mount Shavano"), and Aspen Willowwood LLC, a Colorado limited liability company ("Aspen Willowwood").

Recitals

A. Aspen Willowwood is a limited liability company duly organized and existing under the laws of the State of Colorado.

B. Mount Shavano is a limited liability company duly organized and existing under the laws of the State of Florida.

C. Aspen Willowwood and Mount Shavano and their respective Managers deem it advisable and in the best interests of each of the limited liability companies and their members to enter into this Agreement for the merger of Mount Shavano with and into Aspen Willowwood (the "Merger"), pursuant to applicable Colorado and Florida law.

Plan and Agreement

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the Merger, the parties agree as follows:

ARTICLE 1

Merger

1.1 Merger of Mount Shavano into Aspen Willowwood. At the Effective Time (as defined herein) of the Merger, Mount Shavano shall be merged with and into Aspen Willowwood on the terms and conditions herein set forth, as permitted by and in accordance with applicable Colorado law. Thereupon the separate existence of Mount Shavano shall cease, and Aspen Willowwood, as the surviving company (the "Surviving Company"), shall continue to exist under and be governed by the Colorado Limited Liability Company Act.

1.2 Effect of the Merger. At the Effective Time of the Merger, all of the property of Mount Shavano, real, personal and mixed, and all of the rights, privileges, immunities, powers, purposes and franchises, of a public as well as of a private nature, patents, licenses, trademarks, registrations and causes of action, all debts due on whatever account, and all and every action, shall be deemed to be transferred to, vest in or devolve upon Aspen Willowwood, without act or deed; and any title to any real estate or any interest therein, whether vested by deed or otherwise, in Mount Shavano shall not revert or be impaired in any way by reason of the Merger. Aspen Willowwood shall thenceforth assume and be liable for all of the debts, liabilities, obligations, duties and penalties of Mount Shavano, and all such debts, liabilities, obligations, duties and penalties shall thereafter attach to Aspen Willowwood and may be enforced against Aspen Willowwood as if such debts, liabilities, obligations, duties and penalties had been incurred or contracted by it. No liability or obligation due at the Effective

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Time, or then to become due, or any claim or demand for any cause then existing against Mount Shavano, or any member or manager of it, shall be released or impaired by the Merger, and all rights of creditors and all liens upon the property of Mount Shavano shall be preserved unimpaired.

ARTICLE 2

Effect of Merger on Membership Interests of the Constituent Companies

Each membership interest of Mount Shavano outstanding at the effective time of the Merger shall automatically, by virtue of the Merger, be cancelled and retired. The membership interests in the Surviving Company shall be as follows:

Capital and Profit Interests

Class A Member:

Pat Broe
252 Clayton Street, Fourth Floor
Denver, Colorado 80206

0.1%

Class B Member:

Cashel Partners, Ltd.
252 Clayton Street, Fourth Floor
Denver, Colorado 80206

99.90%

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ARTICLE 3

Articles of Organization; Operating Agreement and Managers

3.1 The Articles of Organization, Operating Agreement and managers of Aspen Willowwood shall not be affected by the Merger and shall continue as the Articles of Organization, Operating Agreement and managers of the Surviving Company. The managers of Aspen Willowwood immediately prior to the Effective Time shall be the managers of the Surviving Company. Said Managers are:

Robert J. Jacobs
252 Clayton St.
Denver, CO 80206

Pat Broe
252 Clayton St.
Denver, CO 80206

ARTICLE 4

Further Assurances of Title

4.1 From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of Mount Shavano such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or to confirm of record or otherwise in Aspen Willowwood the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Mount Shavano at the Effective Time, and otherwise to carry out the purposes of this Agreement, and the managers of Mount Shavano are fully authorized in the name of and on behalf of Mount Shavano or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

ARTICLE 5

Effective Time

5.1 This Agreement shall be submitted to the members of Aspen Willowwood and Mount Shavano, as provided by applicable law, and shall take effect, and be deemed and be taken to be the Agreement and Plan of Merger of Aspen Willowwood and Mount Shavano upon the approval or adoption by the members thereof, and upon the execution, filing, and recording of such documents and the taking of such actions as shall be required for accomplishing the Merger under the provisions of the applicable statutes of the States of Colorado and Florida (the "Effective Time").

ARTICLE 6

Miscellaneous

6.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement.

6.2 Governing Law. This Agreement shall be governed by the laws of the State of Colorado, without regard for choice of law principles.

IN WITNESS WHEREOF, each of Aspen Willowwood and Mount Shavano has caused this Agreement to be executed on its behalf and attested by its managers thereunto duly authorized, all as of the day and year first above written.

"Aspen Willowwood"

ASPEN WILLOWWOOD, LLC
a Colorado limited liability company

By: 

Robert J. Jacobs, Manager

"MOUNT SHAVANO"

MOUNT SHAVANO, LLC, a Florida
limited liability company

By: 

Robert J. Jacobs, Manager

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