

P04000115971

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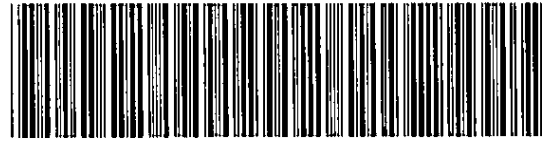
(Business Entity Name)

(Document Number)

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: ACKERMAN-WALDEN, INC., a Colorado corporation
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Sherap Tharchen

Contact Person

Minor & Brown, PC

Firm/Company

650 S. Cherry Street, Suite 1100

Address

Denver, CO 80246

City/State and Zip Code

stharchen@mb-law.law

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Sherap Tharchen

Name of Contact Person

At (303) 376-6024

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Ackerman-Walden, Inc.	Colorado	

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Ackerman-Walden, Inc.	Florida	P04000115971

Third: The Plan of Merger is attached.

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

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Fifth: Adoption of Merger by **surviving** corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on April 30, 2019.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by **merging** corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on April 30, 2019.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Ackerman-Walden, Inc.

R. G. A.

Michael A. Ackerman, President

Ackerman-Walden, Inc.

Michael A. Bell

Michael A. Ackerman, President

PLAN AND AGREEMENT OF REORGANIZATION / MERGER

This Plan and Agreement of Reorganization / Merger ("Plan"), entered into as of April 30, 2019, sets forth the plan for the merger of Ackerman-Walden, Inc., a Florida corporation ("AWI Florida") into Ackerman-Walden, Inc., a Colorado corporation ("AWI Colorado").

SECTION 1 - MERGER

1.1 Entities Involved. The entity to be merged is AWI Florida. The surviving entity shall be AWI Colorado.

1.2 Merger. As of the Effective Date (as defined below), AWI Florida shall be merged into AWI Colorado, and the individual existence of the AWI Florida shall cease.

1.3 Surviving Corporation. AWI Colorado shall continue its existence under the laws of the State of Colorado, with a principal address of 15 Cherry Hills Park Dr., Englewood, CO 80113.

1.4 Effective Date. The merger shall become effective on April 30, 2019 at 12:01 a.m. ("Effective Date").

SECTION 2 - EFFECT OF MERGER

2.1 Articles of Incorporation. The Articles of Organization of AWI Colorado in effect as of the Effective Date shall remain in effect without change.

2.2 Directors and Officers. The Directors and Officers of AWI Florida shall be elected as the Directors and Officers of AWI Colorado as of the Effective Date.

2.3 Conversion of Shares. On the Effective Date, each share of AWI Florida shall be converted into a share of AWI Colorado and each fractional share of AWI Florida shall be converted into an equal fractional share of AWI Colorado. Any right to acquire shares of AWI Florida shall be converted into a right to acquire an equal number of shares of AWI Colorado.

2.4 Other Effects of Merger. All of the rights, privileges, including specifically the attorney-client privilege, and powers of AWI Florida, all real, personal, and mixed property, and all obligations due to AWI Florida, as well as all other things and causes of action of AWI Florida, shall vest in AWI Colorado and are thereafter the rights, privileges, powers, and property of, and obligations due to, AWI Colorado. Title to any property vested in AWI Colorado after the merger does not revert and is not in any way impaired by reason of the merger; except that all rights of creditors in and all liens upon any property of AWI Florida are preserved unimpaired in the same property, however held. All obligations of AWI Florida attach to AWI Colorado and may be fully enforced against AWI Colorado.

SECTION 3 – MISCELLANEOUS

3.1 Plan Binding. This Plan shall be binding upon the parties hereto, their legal representatives, successors and assigns. Each party shall promptly execute and deliver any and all papers or instruments necessary or desirable to carry out the provisions of this Plan.

3.2 Specific Performance. Should any dispute arise regarding the rights and obligations of the parties to this Plan, the parties agree that they will be irreparably harmed. Therefore, the parties agree that this Plan may be specifically enforced and/or such conduct enjoined by decree of a court having jurisdiction over the subject matter and the parties to the controversy. The remedies provided by this Section shall be in addition to, and not exclusive of, any other remedies which the parties may have.


3.3 Severability. If any provision of this Plan becomes or is found to be illegal or unenforceable for any reason, such clause or provision must first be modified to the extent necessary to make this Plan legal and enforceable and then if necessary, second, severed from the remainder of the Plan to allow the remainder of the Plan to remain in full force and effect.

3.4 Captions. All captions, titles, headings and divisions hereof are for purposes of convenience and reference only, and shall not be construed to limit or affect the interpretation of this Plan.

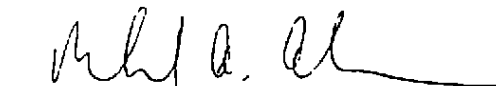
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IN WITNESS WHEREOF, the parties hereto have caused this Plan and Agreement of Reorganization to be executed by their duly authorized representatives as of the date first above written.

Ackerman-Walden, Inc.
a Florida corporation

By: 
Michael A. Ackerman, President

Ackerman-Walden, Inc.
a Colorado corporation

By: 
Michael A. Ackerman, President