

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/01/2000

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Color Star Growers, Inc.		01/01/2000	CORPORATION: TEXAS

RECEIVING PARTY DATA	
Name:	Color Star Growers of Colorado, Inc.
Street Address:	11610 Weld County Road 14 1/2
City:	Fort Lupton
State/Country:	COLORADO
Postal Code:	80621
Entity Type:	CORPORATION: COLORADO

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2377368	COLOR STAR GROWERS
Registration Number:	2534270	WESTERN SUNSETS

CORRESPONDENCE DATA

Fax Number: 2147401499
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 214-740-1474
 Email: danicam@bellnunnally.com
 Correspondent Name: Danica L. Mathes
 Address Line 1: 3232 McKinney Avenue, Suite 1400
 Address Line 4: Dallas, TEXAS 75204

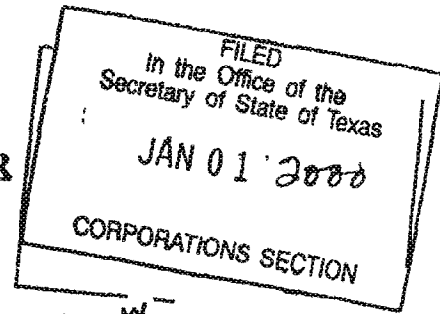
ATTORNEY DOCKET NUMBER:	8640.1
NAME OF SUBMITTER:	Danica L. Mathes

Signature:	/Danica L. Mathes/
Date:	11/14/2012
<p>Total Attachments: 14 source=DOC002#page1.tif source=DOC002#page2.tif source=DOC002#page3.tif source=DOC002#page4.tif source=DOC002#page5.tif source=DOC002#page6.tif source=DOC002#page7.tif source=DOC002#page8.tif source=DOC002#page9.tif source=DOC002#page10.tif source=DOC002#page11.tif source=DOC002#page12.tif source=DOC002#page13.tif source=DOC002#page14.tif</p>	

ARTICLES OF MERGER

OF

COLOR STAR Growers, Inc.



THESE ARTICLES OF MERGER, dated the 1st day of January, 2000, pursuant to Article 5.04 of the Texas Business Corporation Act (hereinafter referred to as "Act"), are hereby entered into by and between the corporations named in Article THIRD below, which are referred to herein collectively as the Constituent Corporations.

FIRST: The Constituent Corporations have agree to effect a merger, and that the terms and conditions of said merger, the mode of carrying the same into effect and the manner and basis of converting or exchanging the shares of issued stock of each of the Constituent Corporations into different stock or other consideration, and the manner of dealing with any issued stock of the Constituent Corporations not to be so converted or exchanged are and shall be as set forth herein

SECOND: Color Star Growers of Colorado, Inc. shall be the surviving corporation (hereinafter sometimes referred to as "Colorado Corporation") under the name Color Star Growers of Colorado, Inc

THIRD: The parties to these Articles of Merger are Color Star Growers of Colorado, Inc., a corporation organized under the laws of the State of Colorado on July 5, 1994 and Color Star ^{AV} Growers, Inc., a corporation organized under the laws of the State of Texas on July 1, 1991 (hereinafter referred to as "Texas Corporation").

FOURTH: The Articles of Incorporation of Texas Corporation is hereby amended to include all of the terms and conditions of these Articles and is made a part hereof with the same force and effect as if herein set forth in full; and, from and after the Effective Date, as hereinafter defined in Article ELEVENTH, and until further amended as provided by law, these Articles of Merger together with the Articles of Incorporation of Colorado Corporation shall be the Articles of Incorporation of Colorado Corporation as the Surviving Corporation.

FIFTH: Texas Corporation has an authorized capitalization of one million (1,000,000) shares of common stock, of which one thousand (1,000) are issued and outstanding. Colorado Corporation has an authorized capitalization of fifty thousand (50,000) shares of common stock, of which ten thousand (10,000) shares are issues and outstanding.

SIXTH The manner and basis of converting or exchanging the issued stock of each of the Constituent Corporations into different stock or other consideration, and the manner of dealing with any issued stock of the Constituent Corporations not to be so converted or exchanged on the Effective Date shall be as follows:

- a) Each share of the common stock of Colorado Corporation which is issued and outstanding on the Effective Date shall remain outstanding as one share of the common stock of Colorado Corporation.
- b) Each share of the common stock of Texas Corporation, if any, held in its treasury on the Effective Date shall be canceled.
- c) Each share of the one thousand (1,000) shares of the common stock of Texas Corporation issued and outstanding on the Effective Date shall be converted into or exchanged by Colorado Corporation for and become 6.667 shares of the common stock of Colorado Corporation. Colorado Corporation shall issue and have outstanding an additional 6,667 shares to effect this conversion.
- d) No scrip or fractional share certificates of Colorado Corporation common stock shall be issued as a result of the merger transaction described hereinabove, but in lieu of each fractional interest a Texas Corporation stockholder entitled to a fractional share equal to one-half or more of one share of Colorado Corporation common stock shall receive one full share of Colorado Corporation common stock, and any fractional share equal to less than one-half of one share of Colorado Corporation common stock shall be eliminated.
- e) After the merger transaction described above shall have become effective, except as otherwise provided by the Act with respect to dissenting stockholders, each holder of an outstanding certificate or certificates therefor representing the common stock of Texas Corporation shall surrender the same to Colorado Corporation and each such holder thereupon shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of Colorado Corporation common stock into which the capital stock of Texas Corporation represented by the certificate or certificates so surrendered shall have been converted or exchanged by the provisions hereof. Until such surrender, common stock of Texas Corporation shall be deemed for all corporate purposes, other than the payment of dividends, to evidence ownership of the number of full shares of Colorado Corporation common stock to be delivered with respect to such shares of such common stock. Unless and until any such outstanding certificates shall be so surrendered, no distribution payable to the holders of record of Colorado Corporation common stock as of any date subsequent to the Effective Date shall be paid to the holders of such outstanding certificates, but upon such surrender of any such certificate or certificates there shall be paid to the record holder of the certificate or certificates of Colorado Corporation common stock delivered with respect to the shares represented by the surrendered certificate or certificates, without interest, the amount of such distributions which shall have theretofore become payable to them with respect to such shares of Colorado Corporation common stock. If any holder of an outstanding certificate or certificates representing the common stock of Texas Corporation shall deliver to Colorado Corporation such affidavits and surety bonds as Colorado Corporation shall reasonably require in conformity with its customary procedure with respect to lost stock certificates of Colorado Corporation common stock, Colorado Corporation shall treat such delivery as surrender of any lost or misplaced or destroyed certificate or certificates representing the common stock of Texas Corporation.

SEVENTH: The principal office of Texas Corporation in the State of Texas is located at Rt. 1, Box 1571, Giddings, Texas 78942.

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- 7A. The surviving corporation will be responsible for the payment of all fees and franchise taxes and will be obligated to pay such fees and franchise taxes if the same are not timely paid.

EIGHTH: The principal office of Colorado Corporation in the State of Colorado is 11610 W.C.R. #14, Fort Lupton, Colorado 80621.

NINTH: The board of directors of Texas Corporation and Colorado Corporation on December 30, 1999, by unanimous vote, duly adopted a resolution declaring that a merger substantially upon the terms and conditions set forth in these Articles of Merger was advisable and directing their submission to a vote of the shareholders of the respective corporations. Pursuant to Article 9.10 of the Texas Business Corporation Act and Section 7-107-104 of the Colorado Business Corporation Act, the Articles of Merger were duly submitted to and approved by the affirmative unanimous votes of all shareholders entitled to vote thereon in writing, without a meeting. This vote was sufficient for approval by the shareholders.

TENTH: These Articles of Merger were duly advised, authorized, and approved in the manner and by the vote required by the Articles of Incorporation of Texas Corporation and by the laws of the States of Texas and Colorado, and by the constituent documents of the corporation.

ELEVENTH: Upon the Effective Date:

- a) The assets and liabilities of Texas Corporation shall be taken up on the books of Colorado Corporation at the amount at which they shall at that time be carried on the books of Texas Corporation, subject to such adjustments, if any, as may be necessary to conform to Colorado Corporation's accounting procedures, and;
- b) All of the rights, privileges, immunities, powers, purposes and franchises of Texas Corporation and all property, real, personal, and mixed, and all debts due to Texas Corporation on whichever account shall be vested in Colorado Corporation, and all property rights, privileges, immunities, powers, purposes and franchises, and all and every other interest shall be thereafter as effectually the property of Colorado Corporation as they were of Texas Corporation, and all debts, liabilities, obligations and duties of Texas Corporation shall thenceforth attach to Colorado Corporation and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it.

The Constituent Corporations, by mutual consent of their respective Board of Directors, may amend, modify, and supplement these Articles of Merger in such manner as may be agreed upon by them in writing at any time before or after approval or adoption thereof by the stockholders of either of the Constituent Corporations or both of them; provided, however, that no such amendment, modification, or supplement shall affect the rights of the stockholders of any of the Constituent Corporations in a manner which is materially adverse to such stockholders in the judgment of their respective Boards of Directors.


The merger provided for by these Articles of Merger shall become effective on January 1, 2000 (the "Effective Date"), and the separate existence of Texas Corporation, except insofar as continued by statute, shall cease on the date that an Agreement of Merger, approved, certified, and executed by Texas Corporation and Colorado Corporation as required by the laws of the States of Colorado and Texas, and these Articles of Merger, duly advised, approved, and signed,

sealed and verified by Texas Corporation and Colorado Corporation as required by the laws of the States of Texas and Colorado, or on the date specified by the parties hereto as provided by the laws of the States of Colorado and Texas, respectively, whichever is later.

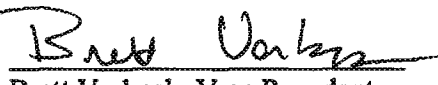
TWELFTH. An executed Plan of Merger is on file at the principal place of business of the Surviving Corporation and such Plan of Merger will be furnished by the Surviving Corporation on written request and without cost, to any shareholder of each corporation that is a party to or created by the Plan of Merger.

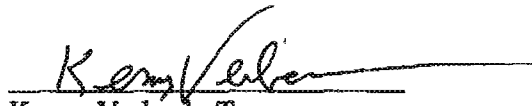
IN WITNESS WHEREOF, Color Star Growers of Colorado, Inc. and ~~Color Star Growers, Inc~~^{AV} the corporations that are parties to this merger, have caused these Articles of Merger to be signed in their respective corporate names and on their behalf by the respective Officers and witnessed or attested by their respective Secretaries as of the 30th day of December, 1999

**Color Star Growers of Colorado, Inc.,
a Colorado corporation**

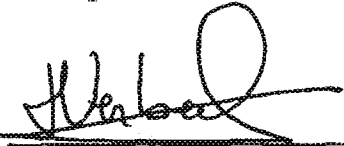
By: 
Hubert Verbeek, President
Date: 12-30-99

Attest: _____
Anna Verbeek, Secretary
Date: _____

By: 
Brett Verbeek, Vice President
Date: 12-30-99

By: 
Kenny Verbeek, Treasurer
Date: 12-30-99

**Color Star Growers, Inc.^{AV}
a Texas corporation**

By: 
Hubert Verbeek, President

Attest: _____
Anna Verbeek, Secretary

12/30/99 10:00 AM

AGREEMENT AND PLAN OF MERGER

PLAN OF MERGER

Color Star Growers of Colorado, Inc., a Colorado corporation, ("Colorado Corporation"), and Color Star Growers, Inc., a Texas corporation, ("Texas Corporation") by and through their respective shareholders and Boards of Directors, have agreed to merge and adopt this Plan of Merger. Texas Corporation will merge into Colorado Corporation with Colorado Corporation being the surviving corporation. This Plan of Merger will constitute a statutory merger and is adopted pursuant to the provisions of I.R.C. §368(a)(1)(A), Section 7-111-105 of the Colorado Business Corporation Act, and Article 5.04 of the Texas Business Corporation Act. No taxable gain will be recognized by this transaction. Colorado Corporation will acquire all of the assets and liabilities of Texas Corporation. In exchange, Colorado Corporation will issue shares of Colorado Corporation to the shareholders of Texas Corporation. The shares of Texas Corporation will be canceled. Then, Texas Corporation will dissolve. The terms and conditions of this merger are set forth in the Agreement of Merger below.

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER, is dated January 1, 2000, between Color Star Growers of Colorado, Inc., a Colorado corporation ("Colorado Corporation" and/or "Surviving Corporation"), and Color Star Growers, Inc., a Texas corporation ("Texas Corporation" and/or "Merged Corporation"). Colorado Corporation and Texas Corporation may hereinafter sometimes be referred to as the Constituent Corporations. The date and time when the Constituent Corporations shall merge and become the Surviving Corporation is hereinafter referred to as the "effective date of merger." The effective date of merger shall be January 1, 2000.

Colorado Corporation is a corporation organized and existing under the laws of the State of Colorado, having been incorporated on July 5, 1994. The authorized capital stock of Colorado Corporation consists of 50,000 shares of no par value Common Stock, of which 10,000 shares are issued and outstanding, there being no outstanding options or warrants

Texas Corporation is a corporation organized and existing under the laws of the State of Texas, having been incorporated on July 1, 1991. The authorized capital stock of Texas Corporation consists of 1,000,000 shares of \$1.00 par value Common Stock, of which 1,000 shares are issued and outstanding, there being no existing options or warrants.

The Boards of Directors of Colorado Corporation and Texas Corporation, respectively, deem it desirable and in the best interests of the corporations and their shareholders that Texas Corporation be merged into Colorado Corporation, and the Constituent Corporations, respectively, desire that they so merge under and pursuant to the laws of the States of Colorado and Texas.

Now, therefore, in consideration of the promises and of the mutual covenants and agreements herein set forth and for the purpose of prescribing the terms and conditions of such merger, the parties hereto covenant and agree as follows:

- 1 *Parties:* The parties to this Agreement are Colorado Corporation and Texas Corporation.
- 2 *Recitals and Purpose:* Accordingly, in consideration of the mutual promises set forth in this Agreement, the parties covenant and agree to the terms and conditions set forth in the following paragraphs
- 3 *Merger:* Upon the occurrence of the following events, Texas Corporation will be deemed merged into Colorado Corporation which shall survive the merger and which shall have the name provided in paragraph 4 hereof:
 - (a) This Agreement shall have been adopted and approved by the unanimous vote of the holders of the Common Stock of Colorado Corporation and Texas Corporation, and this fact shall have been attested to by the respective Secretaries of each of such corporations.
 - (b) This Agreement shall have been adopted and approved by the unanimous vote of the Boards of Directors of Colorado Corporation and Texas Corporation, and this fact shall have been attested to by the respective Secretaries of each of such Corporations
 - (c) The Articles of Merger adopted by the Constituent Corporations and signed by their respective Presidents and attested to by the respective Secretaries, shall have been signed, acknowledged, and filed with the State of Colorado, all as required by the provisions of Section 7-111-105 of the Colorado Business Corporation Act.
 - (d) The Articles of Merger adopted by the Constituent Corporations and signed by their respective Presidents and attested to by the respective Secretaries , shall have been signed, acknowledged, and filed with the State of Texas, all as required by the provisions of Article 5.04 of the Texas Business Corporation Act.
- 4 *Name and Purposes of the Surviving Corporation:* The name of the Surviving Corporation shall be Color Star Growers of Colorado, Inc and shall remain organized and existing under the laws of the State of Colorado. The purposes for which the Surviving Corporation is formed and the nature of the of the business to be transacted by it shall be as set forth in the filed Articles of Incorporation and Articles of Merger of Colorado Corporation, as amended, on the effective date of the merger.
- 5 *Articles of Incorporation of the Surviving Corporation:* On the effective date of the merger, the Articles of Incorporation of Colorado Corporation, as amended to date and as it will be amended by the Articles of Merger filed in the State of Colorado, shall be the Articles of Incorporation of the Surviving Corporation until further amended as provided by law.
- 6 *Bylaws of the Surviving Corporation:* On the effective date of the merger, the Bylaws of Colorado Corporation, as heretofore amended, shall be the Bylaws of the Surviving Corporation

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until the same shall be altered, amended, or repealed, or until new Bylaws shall be adopted, in accordance with the provisions thereof.

7 Directors of the Surviving Corporation: The Board of Directors of the Surviving Corporation shall initially consist of the existing directors of Colorado Corporation, each of whom shall hold office until the next annual meeting of the shareholders of the Surviving Corporation, and until his successor shall have been duly elected and qualified, or until his earlier death, resignation, or removal. The respective names and addresses of such directors are as follows.

<u>Name</u>	<u>Address</u>
Huibert Verbeek	Route 1, Box 137 Giddings, Texas 78942
Brett Verbeek	11610 W.C.R. #14½ Fort Lupton, Colorado 80621
Kenny Verbeek	11610 W.C.R. #14½ Fort Lupton, Colorado 80621

If on the effective date of the merger a vacancy shall exist on the Board of Directors or the Surviving Corporation or in any of the offices above specified by reason of the inability or failure of any of the above persons to accept a directorship in the Surviving Corporation or the office to which he is designated, as the case may be, such vacancy may thereafter be filled in the manner provided by law or in the Bylaws of the Surviving Corporation.

8 Officers of the Surviving Corporation: The principal officers of the Surviving Corporation shall initially consist of the existing officer of Colorado Corporation, each of whom shall hold office until his successor shall have been duly elected or appointed and shall have qualified or until the earlier of his death, resignation, or removal, and their respective offices, names and addresses are as follows.

<u>Name</u>	<u>Office</u>	<u>Address</u>
Huibert Verbeek	President	Route 1, Box 137 Giddings, Texas 78942
Brett Verbeek	Vice President	11610 W.C.R. #14½ Fort Lupton, Colorado 80621
Kenny Verbeek	Treasurer	11610 W.C.R. #14½ Fort Lupton, Colorado 80621

The Surviving Corporation may have such other officers as shall be provided for in its Bylaws. If on the effective date of the merger a vacancy shall exist on the Board of Directors or the

Surviving Corporation or in any of the offices above specified by reason of the inability or failure of any of the above persons to accept a directorship in the Surviving Corporation or the office to which he is designated, as the case may be, such vacancy may thereafter be filled in the manner provided by law or in the Bylaws of the Surviving Corporation.

9. Capital Stock of the Surviving Corporation: On the effective date of the merger, the total amount of capital stock of the Surviving Corporation to be authorized, the number of shares into which the capital stock is to be divided, and the par value of the shares are as follows:

(a) 16,667 shares of the no par value Common Stock of the Surviving Corporation will be outstanding and 50,000 shares will remain authorized.

10. Conversion of Outstanding Securities on Merger: The manner and basis of converting the outstanding Common Stock of Colorado Corporation and the Common Stock of Texas Corporation into the Common Stock of the Surviving Corporation on the effective date of the merger shall be as follows:

(a) Common Stock of Colorado Corporation: Each of the 10,000 shares of the Common Stock of Colorado Corporation outstanding on the effective date of the merger, including treasury shares, shall continue to be one share of the Common Stock of the Surviving Corporation, with no change in the preferences, voting powers, restrictions, or rights of such stock.

(b) Common Stock of Texas Corporation: Each of the 1,000 shares of Common Stock of Texas Corporation outstanding on the effective date of the merger shall be converted into 6,667 shares of the Surviving Corporation with all of the same preferences, voting powers, restrictions, and rights of the stock above acquired by Colorado Corporation. This will result in 6,667 additional shares being issued by Colorado Corporation.

11. Exchange of Certificates:

(a) On and after the effective date of merger, each holder of a certificate or certificates theretofore representing the outstanding Common Stock of Texas Corporation shall be entitled, upon surrender of such certificate or certificates as the office or the agency of the Surviving Corporation designated for the purpose, to receive in exchange therefor a certificate or certificates representing the number of full shares of the Common Stock of Texas Corporation into which the shares of Common Stock of Texas Corporation shall have been converted as provided in paragraph 7 hereof. Until so surrendered, each outstanding certificate which, prior to the effective date of the merger, represented shares of the Common Stock of Texas Corporation shall be deemed for all purposes to evidence only the ownership of the full shares of the Common Stock of Texas Corporation as the same shall have been continued or into which the same shall have been converted in accordance with the provisions of paragraph 7 hereof

(b) If a certificate for any share or shares of stock of the Surviving Corporation is to be issued in a name other than that in which the certificate for shares surrendered for exchange shall be registered, it shall be a condition of such exchange that the certificate so surrendered shall be properly endorsed for transfer.

(c) No scrip or fractional share certificates of Surviving Corporation shall be issued as a result of the merger transaction described herein, but in lieu of each fractional interest, a Texas Corporation shareholder entitled to a fractional share equal to one-half or more of one share of Surviving Corporation Common Stock shall receive a full share of Surviving Corporation Common Stock, and any fractional share equal to less than one-half of one share of Surviving Corporation Common Stock shall be eliminated.

12. Prohibited Actions of Constituent Corporations: Between the date hereof and the effective date of the merger, neither Colorado Corporation nor Texas Corporation will, except with the prior written consent of the other:

- (a) Issue or sell any stocks, bonds, or other corporate securities;
- (b) Incur any obligation or liability, except current liabilities incurred, and obligations under contracts entered into, in the ordinary course of business;
- (c) Discharge or satisfy any lien or encumbrance or pay any obligation or liability other than current liabilities shown on their respective balance sheets as of December 31, 1999,
- (d) Make any dividend or other payment or distribution to its shareholders or purchase or redeem any shares of its capital stock,
- (e) Mortgage, pledge, create a security interest in, or subject to lien or other encumbrance any of its assets, tangible or intangible;
- (f) Sell or transfer any of its tangible assets or cancel any debts or claims except in each case in the ordinary course of business;
- (g) Sell, assign, or transfer any trademark, trade name, patent, or other intangible asset;
- (h) Waive any right of substantial value, or,
- (i) Enter into any transaction other than in the ordinary course of business.

13 Effect of Merger. On the effective date of merger, Colorado Corporation and Texas Corporation shall cease to exist separately and Texas Corporation shall be merged with and into Colorado Corporation in accordance with the provisions of this Agreement and in accordance with the provisions of and with the effect provided in Section 7-111-105 of the Colorado Revised Statutes and Article 5.04 of the Texas Statutes. As provided therein, on the effective date of the merger, the Surviving Corporation shall possess all of the rights, privileges, powers, franchises, and trust and fiduciary duties, powers, duties, and obligations, and be subject to all of the restrictions, disabilities, and duties of each of the Constituent Corporations, and all and singular, the rights, privileges, powers, and franchises, and trust and fiduciary rights, powers, duties, and obligations, of each of the Constituent Corporations; and all property, real, personal, and mixed, and all debts due to either of the Constituent Corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate, whether vested by deed or otherwise, in either of the Constituent Corporations shall revert or be in any way impaired by reason of the merger; provided, however, that all rights

of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities, and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by the Surviving Corporation. Surviving Corporation shall, by instrument or instruments satisfactory to counsel for Texas Corporation, assume and agree to be responsible for and to perform, discharge, and indemnify Texas Corporation against all contracts, obligations, and liabilities, accrued or contingent, due or not due, of Texas Corporation.

14. *Further Instruments:* From time to time, as and when requested by the Surviving Corporation or by its successors or assigns, Texas Corporation will execute and deliver, or cause to be executed or delivered, all such deeds and other instruments, and will take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all its property, rights, privileges, powers, and franchises and otherwise to carry out the intent and purposes of this Agreement.

15. *Principal Offices:* The location of the principal offices of the Surviving Corporation shall be 11610 Weld County Road #14½, Fort Lupton, Colorado 80621, and the location of the office in the State of Texas shall be Route 1, Box 137, Giddings, Texas 78942.

16. *Abandonment of Merger:* This Agreement may be terminated and the merger provided for hereby abandoned by any of the events described in paragraphs (a), (b), and (c) of this section. In the event of any such termination and abandonment, this Agreement shall be void and have no effect, and there shall be no liability on the part of either of the Constituent Corporations or any director, officer, or shareholder of either of such Constituent Corporations in respect thereof. Such events of termination and abandonment are as follows:

- (a) The vote of the Boards of Directors of both of the Constituent Corporations at any time prior to the effective date of the merger, or;
- (b) The vote of the Board of Directors of either of the Constituent Corporations at any time prior to the effective date of the merger if:
 - (i) A material breach shall exist with respect to the written representations and warranties made by the other Constituent Corporation in connection with this merger;
 - (ii) The other Constituent Corporation, without the prior written consent of such Constituent Corporation, shall take any action prohibited by this Agreement,
 - (iii) The other Constituent Corporation shall not have furnished such certificates and legal opinions in connection with the merger and matters incidental thereto as it shall have agreed to furnish;
 - (iv) If, in the opinion of the Board of Directors of such Constituent Corporation, the merger is impracticable by reason of the number of shares of stock of Colorado Corporation, the holders of which are now in a position to perfect appraisal rights under any law or laws, or;

- (v) If, in the opinion of the Board of Directors of such Constituent Corporation, any consent of any third party to the merger is reasonably necessary to prevent a default under any outstanding obligation of either Constituent Corporation, and such consent is not obtainable without penalty.
- (c) By vote of the Board of Directors of either of the Constituent Corporations at any time on or after January 2, 2000, if the merger contemplated hereby shall not have been effected prior thereto.

17. Right of Amendment: The Surviving Corporation hereby reserves the right to amend, alter, change, or repeal any provision contained in its Articles of Incorporation, as from time to time amended, and any provision contained in this Agreement in the manner now or hereafter prescribed by law or by such Articles, as from time to time amended; and all rights and powers of whatsoever nature conferred in such Articles of Incorporation, as from time to time amended, or herein, upon any shareholder, director, officer, or any other person are subject to this reservation.

18. Place of Closing: The closing of this Agreement and all deliveries hereunder shall take place at the office of Bernard, Lyons, and Gaddis, P.C., 515 Kimbark Street, Longmont, Colorado 80501 (or such other place as may be mutually agreed upon).

19. Time of Closing: The time of closing shall be on January 1, 2000 (or such other time as may be mutually agreed upon)

20. Warranties: Texas Corporation and Colorado Corporation hereby warrant that this transaction was duly authorized by resolution of the Board of Directors and approved by unanimous consent of the shareholders of Texas Corporation and Colorado Corporation. The resolutions and shareholder consents are attached as exhibits to this Agreement.

21. Parties in Interest: Nothing herein expressed or implied is intended or shall be construed to confer upon or to give any person, firm, corporation, or other entity, other than the parties hereto, any rights or remedies under or by reason hereof

22. Successors: This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their heirs, representatives, successors, and assigns, provided, however, that neither this Agreement nor its rights hereunder may be assigned by Colorado Corporation or Texas Corporation.

23. Notices: Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed to have been given when deposited in the U.S. Mail.

24. Exhibits: All exhibits referred to in this Agreement are, by reference, incorporated in this Agreement for all purposes.

25. Delays: Any delays in, or failure of, performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

26. Paragraph Captions: The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

27. Additional Documents Or Action The parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement

28. Integration And Amendment: This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

29. Arbitration: Pursuant to Rule 109 of the Colorado Rules of Civil Procedure, all controversies, claims, or disputes arising out of or relating to this Agreement, or any alleged breach thereof, shall be determined by arbitration in Longmont, Colorado in accordance with the rules of the American Arbitration Association then in effect. The arbitration award shall be binding upon the parties. The prevailing party may file such award with the Clerk of the District Court of Boulder County who shall enter judgment thereon. If such award requires the payment of money, execution shall issue on such judgment. The expenses of witnesses for either side shall be paid by the party producing such witnesses. The cost of the stenographic record, if any is made, and all transcripts thereof, shall be prorated equally among all parties ordering copies thereof unless they shall agree otherwise, and shall be paid for by such parties directly to the reporting agency. All other expenses of the arbitration, including the expenses of the arbitrator, and the expenses of any witness or the cost of any proofs produced at the direct request of the arbitrator, shall be shared equally by the parties, unless they agree otherwise or unless the arbitrator in his award assesses such expenses against a particular party or parties.

30. Default And/Or Termination. All terms and conditions of this Agreement are considered material. In the event that either party defaults in the performance of any of the covenants or agreements to be kept, done or performed by and under the requirements of this Agreement, the non-defaulting party shall give the defaulting party 20 days written notice of such default, and if the defaulting party fails, neglects or refuses for a period of more than 20 days thereafter to make good or perform the default, then the non-defaulting party, without further notice, may, in addition to any other remedies available to it, terminate all rights and privileges granted in this Agreement and this Agreement shall be of no further force or effect. If the non-defaulting party elects to treat this Agreement as being in full force and effect, the non-defaulting party shall have the right to an action for specific performance or damages or both.

31. Waiver Of Breach: The waiver by any party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

