

**ARTICLES OF ORGANIZATION**  
**OF**  
**MERGER, LLC**

**Article 1**  
**Name**

The name of this limited liability company is "MERGER, LLC."

**Article 2**  
**Duration**

The Company shall have perpetual existence.

**Article 3**  
**Purpose and Powers**

3.1 Purposes. The purposes for which the Company is organized are to engage in any and all lawful businesses for which a limited liability company may be organized under the laws of the State of Nebraska.

3.2 Powers. The Company shall have and exercise all powers and rights conferred upon a limited liability company by the Nebraska Limited Liability Company Act (the "Act"), and any enlargement of such powers conferred by subsequent legislative acts.

**Article 4**  
**Principal Place of Business**

The Company's principal place of business in Nebraska is 13220 California Street, Suite 400, Omaha, Nebraska 68154.

**Article 5**  
**Registered Office and Registered Agent**

5.1 Office. The initial registered office of the Company is 13220 California Street, Suite 400, Omaha, Nebraska 68154-5225.

5.2 Agent. The name of the initial registered agent of the Company at such address is Michael D. Matejka.

**Article 6**  
**Stated Capital**

The total amount of cash and a description and agreed value of all property, other than cash, initially contributed by the Members as a basis for capitalization of the Company are described below:

<b><u>Property Contributed</u></b>	<b><u>Agreed Value</u></b>
Cash	\$1,000.00

**Article 7**  
**Additional Capital Contributions**

Additional contributions to the capital of the Company shall be made only at such times and in such amounts as provided in the Operating Agreement of the Company.

**Article 8**  
**Admission of Additional Members**

Additional Members shall not be admitted to the Company except as provided in the Operating Agreement.

**Article 9**  
**Transfer or Assignment of Membership**

No Member may transfer or assign by contract or operation of law all or any portion of such Member's interest in the Company except as provided in the Operating Agreement.

**Article 10**  
**Withdrawal Of Capital**

A Member may not withdraw from the Company any of the Member's capital without the written consent of all of the Members.

**Article 11**  
**Management of the Company**

The management of the Company shall be vested in one or more Managers, who shall hold the offices for the term and have the responsibilities accorded to them by the Members as set forth in the Operating Agreement. The name and address of the initial Manager is:

Michael D. Matejka  
13220 California Street, Suite 400  
Omaha, NE 68154

Any successor or additional Manager shall be appointed in the manner provided in the Operating Agreement.

**Article 12**  
**Dissolution**

The Company may be dissolved upon the unanimous written consent of all the Members of the Company.

**Article 13**  
**Amendments**

These Articles may be amended only upon the affirmative vote of all of the Members of the Company. Any amendment which affects a Member's right to vote or receive distributions must be approved by such Member.

**Article 14**  
**Merger or Consolidation**

The Company may not be a party to a merger or consolidation with any other entity unless the Plan of Merger or consolidation is authorized and approved by all of the Members of the Company.

The undersigned, being all the Organizer of the Company, hereby adopts and signs these Articles of Organization for the purpose of forming the Company under the Act.

Dated this 7<sup>th</sup> day of December, 2006.

  
\_\_\_\_\_  
MICHAEL D. MATEJKA, Organizer

**ARTICLES OF MERGER  
OF A CORPORATION  
INTO A LIMITED LIABILITY COMPANY**

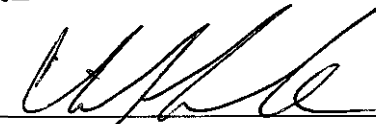
Pursuant to the Nebraska Limited Liability Company Act, Merger, LLC, a Nebraska limited liability company, sets forth the following information:

1. This merger is by and between CLR Development Co., a Nebraska corporation, and Merger, LLC, a Nebraska limited liability company.
2. Attached to these Articles and made a part of these Articles is a copy of the Plan and Agreement of Merger dated December 26, 2006.
3. The name of the surviving entity is CLR Development, LLC, a Nebraska limited liability company.
4. Each constituent entity duly authorized approved the Plan and Agreement of Merger in accordance with Section 21-2649 of the Nebraska Limited Liability Company Act.
5. This merger shall become effective on December 31, 2006.

DATED this 26 day of December, 2006.

CLR DEVELOPMENT CO., a Nebraska corporation

By:

  
Cliff Cole, President

MERGER, LLC, a Nebraska limited liability company

By:

  
Cliff Cole, Manager

## PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger ("Plan and Agreement") is made this 26<sup>th</sup> day of December 26, 2006, by and among Merger, LLC, a Nebraska limited liability company ("LLC"), and CLR Development Co., a Nebraska corporation ("Corporation").

WHEREAS, LLC and Corporation each desire, under its respective statutory scheme, to enter into a plan and agreement whereby Corporation will merge into and become part of LLC, and upon the effective date, all of the assets, liabilities, business and other operations of the Corporation will become that of LLC.

NOW, THEREFORE, in consideration of the mutual promises contained below, the parties agree as follows:

1. **Statutory Authority.** This Plan and Agreement shall be effective pursuant to Sections 21-2647 through 21-2651 of the Nebraska Limited Liability Company Act ("LLC Act").

2. **Approvals.** This Plan and Agreement, the execution and delivery of this Plan and Agreement, and the consummation of the transactions contemplated hereby were approved by each constituent entity in accordance with Section 21-2649 of the LLC Act.

3. **Effect of the Merger.** Upon the effective date, as described in this Plan and Agreement, Corporation shall merge into LLC and LLC shall be the surviving entity. The name of the surviving entity shall be "CLR Development, LLC," a Nebraska limited liability company. Upon the effective date, the separate existence of Corporation as a Nebraska corporation shall cease, and all rights, franchises, interest, property, real, personal and mixed, and choses in action, in any other assets in businesses of Corporation shall merge with and become part of LLC without any further transferences, deeds, conveyances or other actions. All liabilities of every type and manner whatever of Corporation shall also become those of LLC.

4. **Conversion of Shares of Common Stock.** Upon the effective date, all outstanding shares of common stock of the Corporation shall be converted into membership interests in the LLC and these membership interests shall be issued to the shareholders of the Corporation in proportion to the number of shares which they own in the Corporation.

5. **Effective Date.** The effective date shall be December 31, 2006.

6. **Governing Law.** This Plan and Agreement shall be construed and interpreted according to the applicable laws of the State of Nebraska.

7. **Amendments to Articles.** The following changes to the Articles of Organization of LLC are necessary or desired to effectuate this merger:

a. Article 1 is amended and restated as follows:

**“Article 1  
Name**

The name of this limited liability company is “CLR DEVELOPMENT, LLC.”

b. Article 11 is amended and restated as follows:

**“Article 11  
Management of the Company**

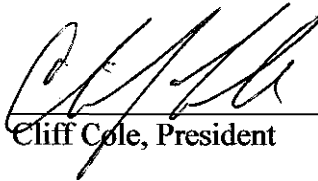
The management of the Company shall be vested in one or more Managers, who shall hold the offices for the term and have the responsibilities accorded to them by the Members as set forth in the Operating Agreement. The name and address of the initial Manager is:

Cliff Cole  
19911 Pettertree Ln.  
Edgerton, KS 66021”

IN WITNESS WHEREOF, the parties have executed this Plan and Agreement this 26 day of December, 2006.

CLR DEVELOPMENT CO., a Nebraska corporation

By: \_\_\_\_\_

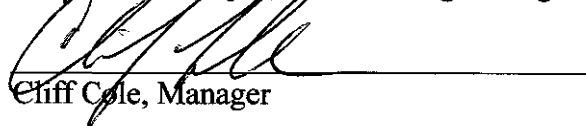
  
Cliff Cole, President

MERGER, LLC, a Nebraska limited liability company

By: \_\_\_\_\_

  
Michael D. Matejka, Withdrawing Manager

By: \_\_\_\_\_

  
Cliff Cole, Manager

**ARTICLES OF MERGER  
OF A CORPORATION  
INTO A LIMITED LIABILITY COMPANY**

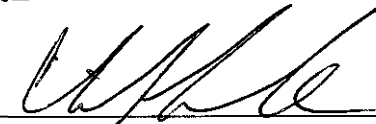
Pursuant to the Nebraska Limited Liability Company Act, Merger, LLC, a Nebraska limited liability company, sets forth the following information:

1. This merger is by and between CLR Development Co., a Nebraska corporation, and Merger, LLC, a Nebraska limited liability company.
2. Attached to these Articles and made a part of these Articles is a copy of the Plan and Agreement of Merger dated December 26, 2006.
3. The name of the surviving entity is CLR Development, LLC, a Nebraska limited liability company.
4. Each constituent entity duly authorized approved the Plan and Agreement of Merger in accordance with Section 21-2649 of the Nebraska Limited Liability Company Act.
5. This merger shall become effective on December 31, 2006.

DATED this 26 day of December, 2006.

CLR DEVELOPMENT CO., a Nebraska corporation

By:

  
Cliff Cole, President

MERGER, LLC, a Nebraska limited liability company

By:

  
Cliff Cole, Manager

## PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger ("Plan and Agreement") is made this 26<sup>th</sup> day of December 26, 2006, by and among Merger, LLC, a Nebraska limited liability company ("LLC"), and CLR Development Co., a Nebraska corporation ("Corporation").

WHEREAS, LLC and Corporation each desire, under its respective statutory scheme, to enter into a plan and agreement whereby Corporation will merge into and become part of LLC, and upon the effective date, all of the assets, liabilities, business and other operations of the Corporation will become that of LLC.

NOW, THEREFORE, in consideration of the mutual promises contained below, the parties agree as follows:

1. **Statutory Authority.** This Plan and Agreement shall be effective pursuant to Sections 21-2647 through 21-2651 of the Nebraska Limited Liability Company Act ("LLC Act").

2. **Approvals.** This Plan and Agreement, the execution and delivery of this Plan and Agreement, and the consummation of the transactions contemplated hereby were approved by each constituent entity in accordance with Section 21-2649 of the LLC Act.

3. **Effect of the Merger.** Upon the effective date, as described in this Plan and Agreement, Corporation shall merge into LLC and LLC shall be the surviving entity. The name of the surviving entity shall be "CLR Development, LLC," a Nebraska limited liability company. Upon the effective date, the separate existence of Corporation as a Nebraska corporation shall cease, and all rights, franchises, interest, property, real, personal and mixed, and choses in action, in any other assets in businesses of Corporation shall merge with and become part of LLC without any further transferences, deeds, conveyances or other actions. All liabilities of every type and manner whatever of Corporation shall also become those of LLC.

4. **Conversion of Shares of Common Stock.** Upon the effective date, all outstanding shares of common stock of the Corporation shall be converted into membership interests in the LLC and these membership interests shall be issued to the shareholders of the Corporation in proportion to the number of shares which they own in the Corporation.

5. **Effective Date.** The effective date shall be December 31, 2006.

6. **Governing Law.** This Plan and Agreement shall be construed and interpreted according to the applicable laws of the State of Nebraska.

7. **Amendments to Articles.** The following changes to the Articles of Organization of LLC are necessary or desired to effectuate this merger:



a. Article 1 is amended and restated as follows:

**“Article 1  
Name**

The name of this limited liability company is “CLR DEVELOPMENT, LLC.”

b. Article 11 is amended and restated as follows:

**“Article 11  
Management of the Company**

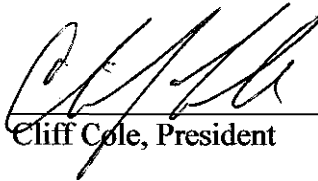
The management of the Company shall be vested in one or more Managers, who shall hold the offices for the term and have the responsibilities accorded to them by the Members as set forth in the Operating Agreement. The name and address of the initial Manager is:

Cliff Cole  
19911 Pettertree Ln.  
Edgerton, KS 66021”

IN WITNESS WHEREOF, the parties have executed this Plan and Agreement  
this 26 day of December, 2006.

CLR DEVELOPMENT CO., a Nebraska  
corporation

By:

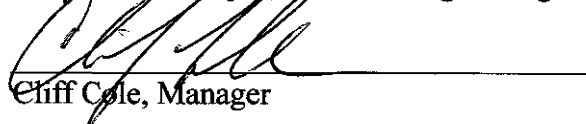
  
Cliff Cole, President

MERGER, LLC, a Nebraska limited liability  
company

By:

  
Michael D. Matejka, Withdrawing Manager

By:

  
Cliff Cole, Manager

**ARTICLES OF MERGER  
OF A PARTNERSHIP  
INTO A LIMITED LIABILITY COMPANY**

Pursuant to the Nebraska Limited Liability Company Act, CLR Development, LLC, a Nebraska limited liability company, sets forth the following information:

1. This merger is by and between C <sup>AND</sup> M Properties, a Nebraska general partnership, and CLR Development, LLC, a Nebraska limited liability company.
2. Attached to these Articles and made a part of these Articles is a copy of the Plan and Agreement of Merger dated December 26, 2006.
3. The name of the surviving entity is CLR Development, LLC, a Nebraska limited liability company.
4. Each constituent entity duly authorized approved the Plan and Agreement of Merger in accordance with Section 21-2649 of the Nebraska Limited Liability Company Act.
5. This merger shall become effective on January 2, 2007.

DATED this 26 day of December, 2006.

CLR DEVELOPMENT, LLC , a Nebraska limited liability company

By:

  
Cliff Cole, Manager

C <sup>AND</sup> M PROPERTIES, a Nebraska general partnership

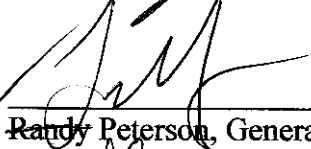
By:

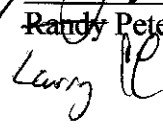
  
Cliff Cole, General Partner

By:

  
Randy Johansen, General Partner

By:

  
Randy Peterson, General Partner

  
Larry

## PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger ("Plan and Agreement") is made this 26<sup>th</sup> day of December \_\_\_\_, 2006, by and among CLR Development, LLC, a Nebraska limited liability company ("LLC"), and C & M Properties, a Nebraska general partnership ("Partnership").

WHEREAS, LLC and Partnership each desire, under its respective statutory scheme, to enter into a plan and agreement whereby Partnership will merge into and become part of LLC, and upon the effective date, all of the assets, liabilities, business and other operations of the Partnership will become that of LLC.

NOW, THEREFORE, in consideration of the mutual promises contained below, the parties agree as follows:

1. **Statutory Authority.** This Plan and Agreement shall be effective pursuant to Sections 21-2647 through 21-2651 of the Nebraska Limited Liability Company Act ("LLC Act").

2. **Approvals.** This Plan and Agreement, the execution and delivery of this Plan and Agreement, and the consummation of the transactions contemplated hereby were approved by each constituent entity in accordance with Section 21-2649 of the LLC Act.

3. **Effect of the Merger.** Upon the effective date, as described in this Plan and Agreement, Partnership shall merge into LLC and LLC shall be the surviving entity. The name of the surviving entity shall be "CLR Development, LLC," a Nebraska limited liability company. Upon the effective date, the separate existence of Partnership as a Nebraska general partnership shall cease, and all rights, franchises, interest, property, real, personal and mixed, and choses in action, and any other assets in businesses of Partnership shall merge with and become part of LLC without any further transferences, deeds, conveyances or other actions. All liabilities of every type and manner whatever of Partnership shall also become those of LLC.

4. **Conversion of Partnership Interest.** Upon the effective date, all outstanding partnership interests of the Partnership shall be converted into membership interests in the LLC and these membership interests shall be issued to the partners of the Partnership in proportion to their interest which they own in the Partnership.

5. **Effective Date.** The effective date shall be January 2, 2007.

6. **Governing Law.** This Plan and Agreement shall be construed and interpreted according to the applicable laws of the State of Nebraska.

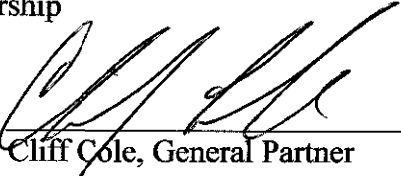
7. **Amendments to Articles.** No changes to the Articles of Organization of LLC are necessary or desired to effectuate this merger

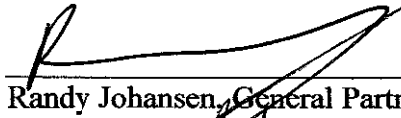
IN WITNESS WHEREOF, the parties have executed this Plan and Agreement this 26 day of December, 2006.

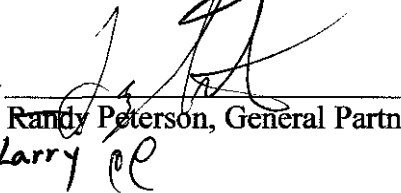
CLR DEVELOPMENT, LLC, a Nebraska limited liability company

By:   
Cliff Cole, Manager

<sup>AND</sup>  
C & M PROPERTIES, a Nebraska general partnership

By:   
Cliff Cole, General Partner

By:   
Randy Johansen, General Partner

By:   
Randy Peterson, General Partner  
ry Larry ee

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#### CLR DEVELOPMENT, LLC

Mon Feb 24 09:14:34 2020

**SOS Account Number**  
10092090

**Status**  
Active

**Principal Office Address**  
19911 PEPPERTREE RD  
EDGERTON, KS 66021  
USA

**Registered Agent and Office Address**  
MICHAEL D. MATEJKA  
SUITE 525  
10250 REGENCY CIRCLE  
OMAHA, NE 68114

**Designated Office Address**  
SUITE 525  
10250 REGENCY CIRCLE  
OMAHA, NE 68114  
**Country**  
USA

**Nature of Business**  
Not Available

**Entity Type**  
Domestic LLC  
Qualifying State: NE

**Date Filed**  
Dec 08 2006

#### Filed Documents

Filed documents for CLR DEVELOPMENT, LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Articles Limited	Dec 08 2006	\$1.35 = 3 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Amendment/New Name	Dec 31 2006	\$1.35 = 3 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Merger	Dec 31 2006	\$1.35 = 3 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Merger	Jan 02 2007	\$1.35 = 3 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Proof of Publication	Jan 23 2007	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Biennial Report	Feb 06 2007	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Proof of Publication	Feb 21 2007	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Change of Agent or Office	Sep 26 2008	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Biennial Report	Apr 29 2009	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Biennial Report	Feb 16 2011	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Record of Determination	Apr 10 2013		
Biennial Report	May 03 2013	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Biennial Report	Jan 26 2015	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>

Document	Date Filed	Price	
Biennial Report	Feb 09 2017	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>
Biennial Report	Mar 01 2019	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>

**Good Standing Documents**

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

**Online Certificate of Good Standing with Electronic Validation****\$6.50**

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

[Purchase Now](#)**Certificate of Good Standing - USPS Mail Delivery****\$10.00**

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

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