

Charles Varvayanis  
PO Box 395  
Long Barn, CA 95335

May 13, 2019

Dear Shareholder,

**OFFICIAL NOTICE OF ANNUAL MEETING OF SHAREHOLDERS OF ODD FELLOWS  
SIERRA RECREATION ASSOCIATION**

**Sunday, May 26, 2019  
8:30am In the Lodge  
Shareholder Registration: Saturday, May 25<sup>th</sup> 3 - 5pm and  
Sunday, May 26<sup>th</sup> 7 - 8:15am**

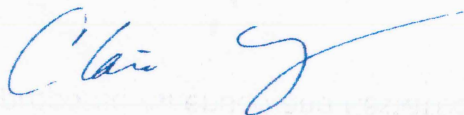
Please carefully read the enclosed information regarding the proposed merger of the Odd Fellows Sierra Recreation Association with Sierra Park Services, Inc. As indicated in the enclosure, and assuming shareholder approval, OFSRA will be the Surviving Corporation and SPS will be the Disappearing Corporation.

As a matter of practicality and cost savings, not included in this package is the proposed Amended and Restated Bylaws of OFSRA that are part of the merger agreement. Given the very minor changes proposed to the existing Bylaws, it was deemed best to not mail this 22-page document. The suggested changes to the Bylaws will be reviewed at the meeting prior to the vote on the merger.

At this Annual Meeting we will review, discuss, and vote on the merger. Additionally, and if necessary, we will conduct such other business as may properly come before the meeting or adjournment thereof.

We look forward to seeing you all on Sunday, May 26<sup>th</sup> at 8:30am for a constructive meeting. The Annual Meeting of SPS, Inc. will commence immediately following the adjournment of the OFSRA meeting.

The OFSRA Board of Directors



Claire Velayas, Secretary

Enclosures: Proxy, Shareholder Statement, and Plan of Merger

**ODD FELLOWS SIERRA RECREATION ASSOCIATION PROXY**

I/We hereby appoint \_\_\_\_\_  
to act as my/our proxy and vote all stock owned by me/us at the  
annual meeting of the shareholders of ODD FELLOWS SIERRA  
RECREATION ASSOCIATION.

It is my/our understanding that said annual meeting of shareholders  
will take place on Sunday, May 26, 2019.

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

Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_



**ODD FELLOWS SIERRA RECREATION ASSOCIATION SHAREHOLDER  
STATEMENT**

I, \_\_\_\_\_, am not a  
shareholder in the Odd Fellows Sierra Recreation Association.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



Hand voting ballots for in person voting

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is entered into as of May 26, 2019 (the "Execution Date"), by and between Odd Fellows Sierra Recreation Association, a California corporation (the "Surviving Corporation") and Sierra Park Services, Inc., a California corporation ("Disappearing Corporation"). The Surviving Corporation and the Disappearing Corporation are referred to herein each as a "Party" and collectively as the "Parties."

### RECITALS

A. WHEREAS the Parties intend by this Agreement to set forth the terms and conditions of a statutory merger (the "Merger") under the California Corporations Code, as amended (the "California Corporations Code"), pursuant to which the Disappearing Corporation will merge with and into the Surviving Corporation;

B. WHEREAS \_\_\_\_\_ shares of capital stock of the Disappearing Corporation are issued and outstanding (the "Disappearing Corporation Shares");

C. WHEREAS, at the Effective Time (as defined in Section 1.1) of the Merger, (i) each of the Disappearing Corporation Shares shall be converted into one share of the Surviving Corporation, and (ii) the issued and outstanding shares of the Surviving Corporation are not affected by the Merger;

D. WHEREAS, because the bylaws of the Surviving Corporation limit ownership of its shares to one (1) share of stock of the corporation per legal lot within the subdivisions known as I.O.O.F. Odd Fellows Sierra Camp Subdivision No. 1 (book 10 maps pages 44 – 48), I.O.O.F. Odd Fellows Sierra Camp Subdivision No. 2 (book 14 maps page 99), Parcel A on book 44 parcel maps page 40, and Parcel A on book 54 parcel maps pages 88 and 89 of Tuolumne County, California, including any re-subdivisions or mergers within, and any persons or entities who own shares of both the Disappearing Corporation and the Surviving Corporation at the Effective Time are required to relinquish their shares of the Disappearing Corporation and are entitled to the return of the face value of those shares upon formal, written request to the Surviving Corporation; and

E. WHEREAS the Parties intend for the Merger to qualify as a reorganization pursuant to Section 368(a)(1)(A) of the Code, and that this Agreement shall constitute a "plan of reorganization" within the meaning of Section 1.368-2(g) of the Treasury Regulations.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows:

### AGREEMENT

#### 1. Basic Transaction.

1.1 Merger. The Merger shall be effective at the time (the "Effective Time") (a) the short-form Agreement of Merger substantially in the form attached hereto as Exhibit A (the "Agreement of Merger"); and (b) the officers' certificates in the form attached hereto as Exhibit B-1 & B-2 (collectively, the "Officers' Certificates") are filed with the California Secretary of State,

together with any other documents required by the California Corporations Code to be filed with the State of California in connection with the Merger.

1.2 Effect of Merger.

(a) General. At the Effective Time, the Disappearing Corporation shall be merged with and into the Surviving Corporation, the corporate existence of Surviving Corporation shall continue, and the separate corporate existence of Disappearing Corporation shall cease. The corporate identity, existence, purposes, powers, rights, and immunities of the Disappearing Corporation shall be merged into and vested in the Surviving Corporation; and, except as otherwise provided in this Agreement, the corporate identity, existence, name, purposes, powers, rights, and immunities of Surviving Corporation shall continue unaffected and unimpaired by the Merger.

(b) Articles and Bylaws; Officers and Directors.

(i) The articles of incorporation of the Surviving Corporation shall not be amended as result of the Merger. The bylaws, however, of the Surviving Corporation shall be amended as a result of the Merger substantially in the form attached hereto as Exhibit C.

(ii) The board members of the Surviving Corporation as of the Effective Time shall be Mitch Gabriel, Michael Lechner, Susie Lechner, Wanda Lenhardt, Mark Logan, and Heidi Ordwein. The term of office of these board members continues through and expires on May 31, 2020.

(iii) The officers of the Surviving Company as of the Effective Time shall be Michael Lechner as President, Susie Lechner as Vice President, Mitch Gabriel as Treasurer, Heidi Ordwein as Vice President of Operations, and Wanda Lenhardt as Secretary. The term of office of these officers continues through and expires on May 31, 2020.

(c) Effect of Merger on Shares.

(i) Effect on Surviving Corporation. The outstanding shares of the Surviving Corporation as of the Effective Time shall remain outstanding and are not affected by the Merger.

(ii) Effect on Disappearing Corporation. At the Effective Time, (1) the shares of the Disappearing Corporation shall each be converted into one share of the Surviving Corporation.

(iii) Ownership of Shares in Violation of Bylaws. Because the bylaws of the Surviving Corporation limit ownership of its shares to one (1) share of stock of the corporation per legal lot within the subdivisions known as I.O.O.F. Odd Fellows Sierra Camp Subdivision No. 1 and I.O.O.F. Odd Fellows Sierra Camp Subdivision No. 2 of Tuolumne County, California, any person or entity that own shares of both the Disappearing Corporation and the Surviving Corporation at the Effective Time are required to relinquish their shares of the Disappearing Corporation sufficient to be in compliance with the bylaws set forth in Exhibit C. Upon formal, written request to the Surviving Corporation, each qualifying shareholder under this section shall be entitled to the return of the face value of their share(s) of the Disappearing Corporation.

(d) Closing. The closing of the transactions contemplated by this Agreement (the “Closing”) shall take place on the Execution Date, remotely, by electronic transfer, or at such other place upon which the Parties may agree, promptly following the completion of each Party delivering to the other all documentation and consideration required to be delivered by such Party at the Closing.

(e) Closing Deliveries. At the Closing the Surviving Corporation and the Disappearing Corporation shall execute and deliver to the other Party, the Agreement of Merger and the Officers’ Certificates, together with any other documents required by the California Corporations Code to be filed with the Secretary of State of the State of California in connection with the Merger.

**2. Disappearing Corporation’s Representations and Warranties.** The Disappearing Corporation represents and warrants to the Surviving Corporation as of the Execution Date and Effective Time that:

(a) Organization, Qualification, and Corporate Power. The Disappearing Corporation is a corporation duly organized, validly existing, and in good standing under the laws of California. The Disappearing Corporation is duly authorized to conduct business, and has full corporate power and authority to carry on the activities in which it is engaged and to own and use any properties owned and used by it.

(b) Authorization of Transaction. The Disappearing Corporation has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and this Agreement constitutes a valid and legally binding obligation of the Disappearing Corporation, enforceable against it in accordance with its terms and conditions.

(c) Non-contravention. Neither the execution and delivery by the Disappearing Corporation of this Agreement, nor the consummation of the transactions contemplated hereby, will (a) violate any law or order of any governmental body to which the Disappearing Corporation is subject or any provision of the Disappearing Corporation’s organizational documents, or (b) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any Party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which the Disappearing Corporation is a party or by which it is bound or to which any of its assets are subject.

**3. Surviving Corporation’s Representations and Warranties.** The Surviving Corporation represents and warrants to the Disappearing Corporation as of the Execution Date and Effective Time that:

3.1 Organization. The Surviving Corporation is a corporation duly organized, validly existing, and in good standing under the laws of California. The Surviving Corporation is duly authorized to conduct business, and has full corporate power and authority to carry on the activities in which it is engaged and to own and use the properties owned and used by it.

3.2 Authorization of Transaction. The Surviving Corporation has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and this Agreement constitutes the valid and legally binding obligation of the Surviving Corporation, enforceable against it in accordance with its terms and conditions.

3.3 Non-contravention. Neither the execution and delivery by the Surviving Corporation of this Agreement, nor the consummation of the transactions contemplated hereby, will (a) violate any law or order of any governmental body to which the Surviving Corporation is subject or any provision of the Surviving Corporation's organizational documents, or (b) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any Party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which the Surviving Corporation is a party or by which it is bound or to which any of its assets are subject.

#### 4. General.

4.1 Cooperation. The Disappearing Corporation shall from time to time, as and when requested by the Surviving Corporation, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out the Merger.

4.2 Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof. The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

4.3 Governing Law; Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Each of the Parties hereto irrevocably submits to the exclusive jurisdiction of the state courts of the County of Tuolumne, California for the purpose of any action arising out of or relating to this Agreement.

4.4 Headings. The captions and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

4.5 Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of them together shall constitute only one Agreement.

4.6 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party.

4.7 No Third-Party Beneficiaries. Except as provided herein, this Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

4.8 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.





FOREVER / USA

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14 MAY 2019 PM 11



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