

AGREEMENT AND PLAN OF MERGER

between

LAKE CITY BICYCLE COLLECTIVE INC.

**an Idaho nonprofit corporation
(the "SURVIVING CORPORATION"),**

&

BikeCDA INC

**an Idaho nonprofit corporation
(the "MERGING CORPORATION")**

This Agreement and Plan of Merger is entered into as of March 26th, 2019, by and between Lake City Bicycle Collective, INC., an Idaho nonprofit corporation (the "Surviving Corporation"), and BikeCDA, INC., a Idaho nonprofit corporation (the "Merging Corporation"), which two corporations are sometimes called in this Agreement and Plan of Merger the "Parties".

WHEREAS, Surviving Corporation is a Idaho nonprofit corporation which has qualified as a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provisions of any later federal tax laws (the "Code").

WHEREAS, Merging Corporation is an Idaho nonprofit corporation which has qualified as a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provisions of any later federal tax laws (the "Code").

WHEREAS, the Boards of Directors of the Parties deem it advisable and in the best interests of their respective corporations that Merging Corporation merge with and into Surviving Corporation in accordance with the provisions of the applicable statutes of the State of Idaho.

NOW, THEREFORE, the Parties agree each with the other, to merge into a single nonprofit, corporation organized under the laws of the State of Idaho, which shall be Lake City Bicycle Collective, INC., the Surviving Corporation, pursuant to the laws of the State of Idaho and agree upon and prescribe the terms and conditions of the merger as follows.

1. Parties to the Merger.

1.1. Merging Corporation. The merging corporation is BikeCDA., an Idaho nonprofit corporation (the "Merging Corporation"). This corporation is a 501(c)3 Non Profit.

1.2. Surviving Corporation. The Surviving Corporation is Lake City Bicycle Collective INC., a Idaho nonprofit corporation. This corporation is a 501(c)3 Non Profit.

2. Terms and Conditions of the Merger.

2.1. Effective Date. The Effective Date of the Merger shall be the last day of the month in which this Agreement and Plan of Merger and Articles of Merger are filed in the office of the Secretary of State of Idaho.

2.2. Transitions Upon Merger. Survivor. On the Effective Date of the Merger, the following shall immediately and automatically occur:

2.2.1. Corporate Existence. Merging Corporation shall be merged with and into Surviving Corporation and the separate existence of Merging Corporation shall cease. The Parties shall become a single corporation named "Lake City Bicycle Collective, INC." which shall be the Surviving Corporation which still reserves the right to use the BikeCDA, INC name.

2.2.2. Directors and Officers. As of the Effective Date, the board of directors of the Surviving Corporation shall consist of the persons who were the directors of the Surviving Corporation on the date immediately prior to the Effective Date. As of the Effective Date, the officers of the Surviving Corporation shall be persons who were the officers of the Surviving Corporation on the date immediately prior to the Effective Date, and they shall hold office in each case at the pleasure of the board of directors of the Surviving Corporation.

2.2.3. Surviving Corporation.

2.2.3.1. The Surviving Corporation shall: (i) possess all of the rights, privileges, powers, and franchises of a public nature of a Idaho nonprofit; and (ii) become subject to all of the restrictions, disabilities and duties of each of the Parties and to all of the singular rights, privileges, powers and franchises of each of those corporations; and become vested with all property, real, personal and mixed, all debts due to each of the Parties on whatever account, and all other things in action or belonging to each of those corporations.

2.2.3.2. All property, assets, rights, privileges, powers, franchises, and immunities, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Parties, and shall not 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 Parties shall be preserved unimpaired and all debts, liabilities, obligations, and duties of the respective Parties shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if those debts, liabilities, obligations and duties had been incurred or contracted by it.

2.2.4. Assets and Liabilities. The assets and liabilities of the Parties shall be taken up or continued, as the case may be, on the books of the Surviving Corporation at the amounts at which they respectively are carried on the books of the respective Parties immediately prior to the Effective Date of the Merger.

Other Provisions Relating to the Merger.

3.1. Expenses of Merger. The Surviving Corporation shall pay all expenses of accomplishing the Merger.

3.2. Approval by Board of Directors and Members. This Agreement and Plan of Merger has been approved and adopted by the Board of Directors in accordance with the requirements of the applicable provisions of the laws of the State of Idaho. This Agreement and Plan of

Merger shall be properly filed in accordance with Idaho Nonprofit Corporation Laws. The officers of each of the Parties shall execute all such other documents and shall take all other actions as may be necessary or advisable to make this Agreement and Plan of Merger effective.

3.3. Amendments to This Agreement and Plan of Merger. This Agreement and Plan of Merger may be amended at any time prior to, but not after the filing date of this Agreement and Plan of Merger and Articles of Merger or of the Certificate of Merger, whether before or after the meetings of the members of either or both of the Parties approving and adopting this Agreement and Plan of Merger, as may be deemed by the Boards of Directors of the Parties to be necessary, advisable or expedient to clarify the intentions of the parties, to change the Effective Date of the Merger, or to modify the provisions with respect to the filing recording of this Agreement and Plan of Merger and Articles of Merger and the Certificate of Merger in Order to Facilitate such filing or recording and the consummation of the Merger.

3.4. Termination of Agreement and Plan of Merger. Anything in this Agreement and Plan of Merger or elsewhere to the contrary notwithstanding, this Agreement and Plan of Merger may be terminated and abandoned at any time before the Effective Date of the Merger by mutual consent of the Parties, expressed by appropriate resolutions of their respective Boards of Directors.

3.5. Law.

3.5.1 The action undertaken hereby is the merger of two 501(c)3 Non-Profit corporations in accordance with Idaho Law.

3.5.2 Written notice of the merger will be sent to the State Idaho

THIS AGREEMENT AND PLAN OF MERGER has been executed by the duly authorized officers of Surviving Corporation and Merging Corporation as of the day and year first above written.

Agreement, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties. Any changes, modifications, amendments, additions, or supplements to this Agreement must be in writing, and signed by all parties hereto.

The Parties have executed and delivered this Agreement as of the date first set forth above.

Lake City Bicycle Collective.

By: Jamie Morgan Jamie Morgan, President 03/26/2019

BikeCDA

By: Tina Ghirarduzzi Tina Ghirarduzzi, President 3/26/19
Tina Ghirarduzzi (Mar 26, 2019)