

STATEMENT OF MERGER

FILED

Merging

KB INVESTMENT, LLC

(an Idaho limited liability company)

Into

KAW PROPERTY HOLDINGS, LLC

(an Idaho limited liability company)

2014 MAR 21 PM 3:20

SECRETARY OF STATE
STATE OF IDAHO

Pursuant to Section 30-18-201 *et seq.* of the Idaho Entity Transactions Act:

The merging entity, KB Investment, LLC, an Idaho limited liability company (hereinafter "KB") and the surviving entity, KAW Property Holdings, LLC, an Idaho limited liability company (hereinafter "KAW Property") certify that:

FIRST: The governing statutes of Idaho authorize the merger of KB into and with KAW Property (the "Merger"), and each of KB and KAW Property has complied with its governing statutes in effecting the Merger.

SECOND: The Merger is not prohibited under Idaho law and the Merger has been approved as required by Idaho law, which is the law of the merging and surviving entity.

THIRD: No amendments to KAW Property's public organic documents are being made as part of this Merger.

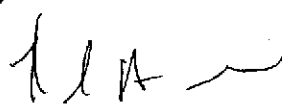
FOURTH: The Plan of Merger is attached hereto.

FIFTH: The effective date of the Merger is April 1, 2014.

Dated this 20 day of March 2014.

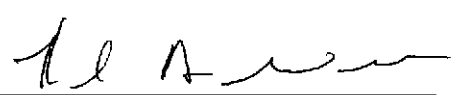
"KB"

By:


Keith Weeks, Manager/sole Member

"KAW PROPERTY"

By:


Keith Weeks, Manager/sole Member

W49473

PLAN OF MERGER

THIS PLAN OF MERGER is entered into the 10 day of March, 2014, by and between **KB INVESTMENT, LLC**, an Idaho limited liability company ("**KB**"), and **KAW PROPERTY HOLDINGS, LLC**, an Idaho limited liability company ("**KAW Property**"), with KB and KAW Property being sometimes collectively referenced herein as the "**Parties.**"

WHEREAS:

1. The Manager and sole Member of KB and the Manager and sole Member of KAW Property have approved this Plan of Merger wherein KB, as the merging entity, will be merged pursuant to the Idaho Entity Transactions Act (hereinafter Idaho Entity Act) into KAW Property, an Idaho limited liability company with KAW Property, being the "Surviving Entity."

2. Each Party is manager managed, and the Manager and the sole Member of each Party to this merger has approved this Plan of Merger and the merger upon the terms and conditions hereinafter set forth.

PLAN:

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the Parties hereto agree that KB shall be, at the Effective Date (as hereinafter defined), merged into and with KAW Property, an Idaho limited liability company to wit, KAW Property, shall be the Surviving Entity, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the merger and the mode of carrying the same into effect.

1. Approval of the Merger by the Members; Filings; Effects of Merger

1.1 Approval of Merger. The Manager and sole Member of KB and KAW Property have approved this Plan of Merger and the merger of KB into and with KAW Property, upon the terms and conditions contained in this Plan of Merger and subject to the requirements of the Idaho Entity Act.

1.2 Filing of Statement of Merger; Effective Date. Upon the terms and conditions contained herein on the Effective Date, and in accordance with the laws of Idaho of which the Parties are governed, KB shall be merged with and into KAW Property, and the separate existence of KB shall thereupon cease (the "Merger"). KAW Property shall be the Surviving Entity. The Merger shall become effective at 8:00 a.m., on April 1, 2014 (the "Effective Date"). The Parties shall file the Statement of Merger along with a copy of this Plan of Merger and any other documents necessary to effectuate the Merger with the Secretary of State of Idaho in accordance with the Idaho Entity Act.

1.3 Effect of Merger. On the Effective Date, the separate existence of KB shall cease, and KB shall be merged with and into KAW Property, and the Merger shall have the effects set forth in Section 30-18-206 of the Idaho Entity Act.

2. Name of Surviving Entity; Certificate of Organization

2.1 Name of Surviving Entity. The name of the Surviving Entity from and after the Effective Date shall be **KAW PROPERTY HOLDINGS, LLC**.

2.2 Certificate of Organization. The Certificate of Organization of KAW Property as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Certificate of Organization of the Surviving Entity until changed or amended as provided by law.

3. Status and Conversion of Membership Units

3.1 Conversion of KB Ownership Interest. Upon the Effective Date, the Membership Interest of KB, without further action of the Surviving Entity or KB, shall be converted into Membership Units of the Surviving Entity as set forth below:

The estimated value of the Membership Interest in KB on April 1, 2014, the Effective Date of this Plan of Merger, shall be added to the estimated value of such Member's Membership Interest in KAW Property on that date, to determine the Membership Interest of the Member of the Surviving Entity. The Membership Interest in the Surviving Entity for the sole Member is set forth below:

Member	Membership Interest in the Surviving Entity
Keith Weeks	100.00%
TOTAL	100.00%

3.2 No Change to Surviving Entity or its Public Organic Documents. Upon the Effective Date, the sole Member of KB shall be the sole Member of the Surviving Entity immediately after the Merger with same Membership Interest he owned immediately prior to the Merger subject to the terms of the Certificate of Organization. No amendments to the Public Organic Documents of the Surviving Entity will be made as a result of this Merger.

4. Miscellaneous

4.1 This Plan of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Plan of Merger by the Manager and the sole Member of KB, if the Manager and sole Member of KB or of the Surviving Entity duly adopts a resolution abandoning this Plan of Merger.

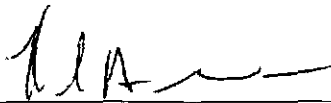
4.2 This Plan of Merger shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective permitted successors and assigns. Nothing in this Plan of Merger is

intended to confer upon any other person any rights, benefits, or remedies of any nature whatsoever under or by reason of this Plan of Merger.

4.3 The Parties to this Plan of Merger certify that they have the necessary authority to approve this Plan of Merger and that approval of this Plan of Merger by the Manager and sole Member of each of the Parties has been obtained.

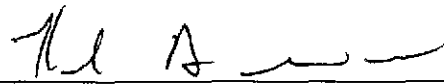
IN WITNESS WHEREOF, this Plan of Merger has been duly executed by the authorized parties as of the date first written above.

KB INVESTMENT, LLC,
an Idaho limited liability company



Keith Weeks, Manager and sole Member

KAW PROPERTY HOLDINGS, LLC,
an Idaho limited liability company



Keith Weeks, Manager and sole Member