

**STATEMENT OF MERGER**  
**of**  
**MIKA MERGER SUB LLC,**  
**an Idaho limited liability company**  
**with and into**  
**PLUMTREE MANAGEMENT, LLC,**  
**an Idaho limited liability company**  
**as the Surviving Company**

Pursuant to the relevant provisions of the Idaho Model Entity Transaction Act, as amended (the “Act”), the undersigned limited liability companies hereby adopt the following Statement of Merger:

The name and jurisdiction of formation of each party to the merger are Mika Merger Sub LLC, an Idaho limited liability company (hereinafter the “**NonSurviving Company**”), and Plumtree Management LLC, an Idaho limited liability company (hereinafter the “**Surviving Company**”).

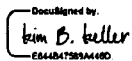
1. The NonSurviving Company shall be merged with and into the Surviving Company. Following the Merger, the separate existence of the NonSurviving Company shall cease, and the Surviving Company shall continue as the surviving entity. The name of the surviving company shall be “Plumtree Management, LLC,” and its principal place of business and address is 607 2<sup>nd</sup> Street South, Nampa, Idaho 83651.
2. An Agreement and Plan of Merger dated December 1, 2021 (the “**Plan of Merger**”) has been adopted by the NonSurviving Company and the Surviving Company, attached hereto as Exhibit A.
3. The issued and outstanding units of the Surviving Company consists of 10,000 Units. The members holding all 10,000 of the Units of the Surviving Entity approved the Plan of Merger, and such approval was sufficient for approval of the Plan of Merger. The sole member of the NonSurviving Company approved the Plan of Merger, which was sufficient for approval of the Plan of Merger.
4. This Statement of Merger was approved by each of the NonSurviving Company and the Surviving Entity in accordance with Part 2 of the Idaho Model Entity Transactions Act.
5. The effective date of the merger described herein shall be December 1, 2021.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned entities have executed this Statement of Merger as of this 23rd day of November, 2021.

**SURVIVING COMPANY:**


PLUMTREE MANAGEMENT, LLC

By:   
Name: Kim B. Keller  
Title: Manager

**NONSURVIVING COMPANY:**

MIKA MERGER SUB LLC

By: Mika Management LLC, its manager

By:   
Name: Jason B. Hammer  
Title: Manager

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**EXHIBIT A  
PLAN OF MERGER**

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**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (the “**Agreement**”), dated as of December 1, 2021 is entered into by and among Plumtree Management, LLC, an Idaho limited liability company (the “**Plumtree**”), Mika Management, LLC (“**Mika Management**”) and Mika Merger Sub LLC, an Idaho limited liability company (the “**Merger Sub**”).

**RECITALS**

WHEREAS, the members of the Merger Sub have determined that it is advisable and in the best interests of the Merger Sub to merge with and into Plumtree upon the terms and conditions herein provided.

WHEREAS, the members of the Plumtree have determined that it is advisable and in the best interests of the Plumtree to merge with Merger Sub, with Plumtree being the surviving entity and becoming a wholly owned subsidiary of Mika Management, all upon the terms and conditions herein provided.

WHEREAS, all of the members of Plumtree and Merger Sub and the Board of Managers of Mika Management have approved the terms and conditions of this Agreement and have directed that this Agreement be executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mika Management, Plumtree and Merger Sub hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

**I. MERGER**

1.1 Merger. In accordance with the provisions of this Agreement and the Idaho Model Entity Transaction Act, as amended (the “**Idaho Act**”), Merger Sub shall merge with and into Plumtree with Plumtree surviving the merger (the “**Merger**”), and the separate existence of Merger Sub shall cease and Plumtree shall remain the sole remaining entity.

1.2 Consideration. The merger consideration (“**Merger Consideration**”) for the units of Plumtree and Merger Sub (the “**Acquired Units**”) are set forth in Section 3.1.

1.3 Filing and Effectiveness. The Merger shall become effective as of the date and time when a Plan of Merger meeting the requirements of the Idaho Act shall have been filed with the Idaho Secretary of State. The date and time when the Merger shall become effective is referred to herein as the “**Effective Date**.”

1.4 Effect of the Merger. Upon the Effective Date, the separate existence of Merger Sub shall cease and Plumtree (i) shall succeed, without other transfer, to all of the assets, property, rights, privileges, immunities, powers, interests, franchises and authority of Merger Sub, (ii) shall continue to be subject to all of Merger Sub’s debts, liabilities and obligations as constituted

immediately prior to the Effective Date and (iii) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Merger Sub in the same manner as if Plumtree had itself incurred them, all as more fully provided under the applicable provisions of the Idaho Act.

**II. CHARTER DOCUMENTS; OFFICERS**

2.1 Organizational Documents. In connection with the Merger contemplated hereby, the certificate of organization of Plumtree shall be restated in the form attached hereto as Exhibit A-1.

2.2 Managers. The manager of Plumtree immediately following the Effective Date shall be Mika Management (which is changing its name to Ume, LLC).

**III. EFFECT OF MERGER ON UNITS**

3.1 Effect on Units. Upon the Effective Date by virtue of the Merger and without any action by any of Plumtree or Merger Sub or any other person or entity:

- A) All units of Merger Sub immediately prior to the Effective Date shall be converted into membership interests of Plumtree held by Mika Management. Such unit shall thereafter constitute all of the issued and outstanding equity of Plumtree so that Mika Management owns all of the membership interests of Plumtree. Each unit of Merger Sub, when converted in accordance with this Section 3.1, will no longer be outstanding, will automatically be cancelled and will cease to exist.
- B) Each member of Plumtree immediately prior to the Effective Date (other than Mika Management) shall, at the Effective Date, receive units of Mika Management as follows:

<b>Name of Member</b>	<b>Units</b>
Troy Keller	2,780.327
Brady Keller	2,780.327
Brett Keller	2,780.327
Kim B. Keller	10,988.379
Amelia Justin Carter	4,732.643
Kim B. Keller, D.D.S., P.A.	58,889.608
<b>Total:</b>	<b>82,951,611</b>

- C) All units of Plumtree held by Mika Management shall be extinguished as of the Effective Date.

#### IV. GENERAL

4.1 Further Assurances. From time to time, there shall be executed and delivered on behalf of Merger Sub and Plumtree such deeds, acknowledgments, and other documents and instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Plumtree the title to and possession of all the assets, property, rights, privileges, immunities, powers, interests, franchises and authority of Merger Sub and otherwise to carry out the purposes of this Agreement, and the officers of Plumtree are fully authorized in the name and on behalf of Merger Sub or otherwise to take any and all such action and to execute and deliver any and all such deeds and other documents and instruments.

4.2 Abandonment. At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the officers of Plumtree and Merger Sub.

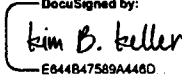
4.3 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the Idaho Act and the other laws of the State of Idaho.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have caused this Agreement and Plan of Merger to be signed by their respective duly authorized officers effective as of the date first written above.

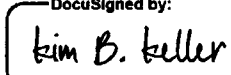
**PLUMTREE:**

PLUMTREE MANAGEMENT, LLC

DocuSigned by:  
  
By: E644B47589A446D  
Name: Kim B. Keller  
Its: Manager


**MERGER SUB:**

MIKA MERGER SUB LLC

DocuSigned by:  
  
By: E644B47589A446D  
Name: Kim B. Keller  
Its: Manager

**MIKA MANAGEMENT:**

MIKA MANAGEMENT, LLC

DocuSigned by:  
  
By: 85F8D04FAE7E47C  
Name: Jason Hammer  
Its: Manager

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**EXHIBIT A-1**

**RESTATEMENT OF CERTIFICATE OF ORGANIZATION**



**RESTATEMENT OF  
CERTIFICATE OF ORGANIZATION  
OF  
PLUMTREE MANAGEMENT, LLC**

Pursuant to Section 30-25-202 of the Idaho Uniform Limited Liability Company Act (the “Act”), as amended, Plumtree Management, LLC, a limited liability company organized and existing under the provisions of the Act, does hereby certify:

1. That the name of this company is Plumtree Management, LLC (the “Company”) and that the Company was originally organized pursuant to the Act on August 24, 2018 under the name Plumtree Management, LLC.
2. That the Company desires to change its name by restating its Certificate of Organization in its entirety, which Certificate of Organization was filed with the Idaho Secretary of State on August 24, 2018 and subsequently amended.
3. That all of the members of the Company approved the adoption of the restated Certificate of Organization, declaring said restatement to be advisable and in the best interests of this Company, and that said restated Certificate of Organization is adopted in its entirety as follows:

**I. Name**

The name of the limited liability company shall be Plumtree Management, LLC (the “Company”).

**II. Principal Office**

The Company’s principal office is located at 607 2<sup>nd</sup> Street South, Nampa, Idaho 83651.

**III. Registered Agent**

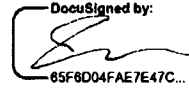
The Company shall continuously maintain an agent in the State of Idaho for service of process who resides in said State. The name and address of the initial registered agent shall be Kim B. Keller, 624 3<sup>rd</sup> St. South, Nampa, Idaho 83651.

**IV. Governors**

The name and address of one of the governors of the Company is Mika Management LLC, 207 7<sup>th</sup> Avenue South, Nampa, Idaho 83651.

IN WITNESS WHEREOF, the undersigned hereby affirms that the facts stated in the foregoing Restatement of Certificate of Organization are true and correct and that this Restatement of Certificate of Organization is dated effective as of the 1st day of December, 2021.

**MIKA MANAGEMENT LLC**

DocuSigned by:  


By: \_\_\_\_\_  
65F8D04FAE7E47C...

Name: Jason B. Hammer

Title: Manager