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SECRETARY OF STATE
STATE OF IDAHO

STATEMENT AND PLAN OF MERGER, dated this 2nd day of October, 2017, made by and between **FST Investment Inc.**, a corporation organized and existing under the laws of the State of Idaho (hereinafter referred to as the "Merging Entity"), and **SCC Investment, LLC**, a limited liability company organized and existing under the laws of the State of Idaho (hereinafter referred to as the "Surviving Entity").

WITNESSETH:

WHEREAS, the Board of Directors of the Merging Entity and the Managers of the Surviving Entity, in consideration of the mutual agreements of each entity as set forth herein, do deem it advisable, and generally for the welfare of each of the entities and their respective shareholders and members, that the Merging Entity merge itself into the Surviving Entity, as authorized by the Idaho Model Entity Transactions Act, under and pursuant to the terms and conditions hereafter set forth;

NOW, THEREFORE, the parties to this agreement, by and between their respective Boards of Directors and Managers, in consideration of the mutual covenants, agreements and provisions hereinafter contained, have agreed and do agree each with the other that the Merging Entity merge itself into the Surviving Entity, pursuant to the applicable provisions of the Idaho Model Entity Transactions Act, and do hereby agree upon and prescribe the terms and conditions of the merger and of carrying the same into effect, as follows:

1. **PLAN OF MERGER.**

1.1 Names and Formation Information. The name of the Merging Entity is *FST Investment Inc.*, a business corporation formed pursuant to the laws of the State of Idaho. The name of the Surviving Entity is *SCC Investment, LLC*, a limited liability company formed pursuant to the laws of the State of Idaho.

1.2 Authorization. The Statement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent entities pursuant to Title 30, Section 22-205, of the Idaho Statutes. The Board of Directors and the proper officers of the Merging Entity and the Managers of the Surviving Entity are authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger provided for herein.

1.3 Terms and Conditions of the Merger.

(a) Effective upon filing of this Statement and Plan of Merger (the "Effective Date" of the merger):

(1) The Merging Entity hereby merges itself into the Surviving Entity, and the Surviving Entity shall be the Surviving Entity resulting from the merger.

(2) The Certificate of Organization and Operating Agreement of the Surviving Entity as in effect immediately prior to the Effective Date shall be the Certificate of Organization and Operating Agreement of the Surviving Entity and thereafter shall continue to be its Certificate of Organization and Operating Agreement until altered, amended or repealed as provided therein and under applicable law.

(3) The Surviving Entity shall be governed by the laws of the State of Idaho.

(b) The separate existence of the Merging Entity shall cease, and the Merging Entity shall be merged into the Surviving Entity, which shall possess all the rights, privileges, powers and franchises, and be subject to all of the restrictions, liabilities and duties of each of the parties to this Agreement, and all and singular, the rights, privileges, powers and franchises of each of the Merging Entity and Surviving Entity, and all property, real, personal and mixed, and all debts due to each of the Merging Entity and Surviving Entity shall be vested in the Surviving Entity; and all property, rights and privileges, powers and franchises, and all and every other interest, shall effectively thereafter be the property of the Surviving Entity as they were of the Merging Entity or Surviving Entity prior to the merger, and the title to any real estate, whether by deed or otherwise, vested in any of the parties hereto, shall not revert or be in any way impaired by reason of this merger, provided that all the rights of creditors and all liens upon the property of any of the parties hereto shall be preserved unimpaired, and all debts, liabilities and duties of the Merging Entity shall attach to the Surviving Entity and may be enforced against it to the same extent as if the debts, liabilities and duties had been incurred or contracted by it.

(c) If, at any time, the Surviving Entity shall consider or be advised that any further actions are necessary or desirable to vest in the Surviving Entity, according to the terms hereof, the title to any property or rights of the Merging Entity, the proper officers and directors of the Merging Entity shall and will execute and make all such proper assignments and assurances, and do all things necessary or proper to vest title in such property or rights in the Surviving Entity, and otherwise to carry out the purposes of this Statement and Plan of Merger.

1.4 Manner and Basis of Converting Interests.

(a) Upon the Effective Date of the merger, all of the shares of common capital stock of the Merging Entity shall be canceled.

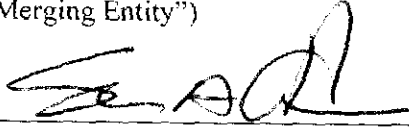
(b) Upon the Effective Date of the merger, all of the membership interests of the Surviving Entity owned by its members immediately prior to the merger shall remain issued and outstanding.

2. **VOTING OF INTERESTS.** The Statement and Plan of Merger contained in this Agreement, after having been first duly approved unanimously by the Board of Directors of the Merging Entity and by the Managers of the Surviving Entity, were submitted to and duly approved by the unanimous consent of the shareholders of the Merging Entity who own all of the outstanding common shares required to vote thereon, and by the unanimous consent of members of the Surviving Entity who own all of the outstanding membership interests required to vote thereon.

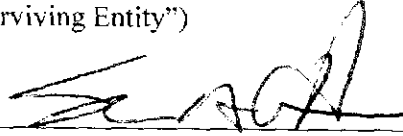
3. **COUNTERPARTS.** This Statement and Plan of Merger may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this instrument delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this instrument.


IN WITNESS WHEREOF, the parties to this Statement and Plan of Merger, pursuant to the authority duly given by the Board of Directors of the Merging Entity and the Managers of the Surviving Entity, have caused these presents to be executed by their authorized representatives on this the 2nd day of October, 2017.


FST INVESTMENT INC.
(the "Merging Entity")

By: 
Shirley A. Ham
Its President

SCC INVESTMENT, LLC
(the "Surviving Entity")

By: 
Shirley A. Ham
Its Manager

By: 
Charles E. Ham Sr.
Its Manager

By: 
Carmela L. Ham
Its Manager