

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("**Agreement**"), dated Dec 31, 2018 ("**Effective Date**"), is among SEKADY CAPITAL LLC, an Idaho limited liability company ("**Sekady**"), LIQUID EDGE FINANCIAL, LLC, an Idaho limited liability company ("**Liquid Edge**"), TREASURE VALLEY FACTORS LLC, an Idaho limited liability company ("**TVF**"), and SYRINGA LOANS LLC, an Idaho limited liability company ("**Syringa**"). Sekady, Liquid Edge, TVF, and Syringa will sometimes be referred to in this Agreement as the "**Constituent Companies**."

BACKGROUND

- A. Sekady, Liquid Edge, TVF, and Syringa are all Idaho limited liability companies.
- B. The merger provided for in this Agreement will be conducted according to the applicable laws of the State of Idaho, and is intended to qualify as a reorganization as defined in Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.
- C. Sekady's sole member determined that it is advisable and in Sekady's best interests to have Liquid Edge, TVF, and Syringa merge with and into Sekady on the terms and conditions set forth in this Agreement. Each of Liquid Edge's, TVF's, and Syringa's sole members determined that it is advisable and in each entity's respective best interests for such entity to merge with and into Sekady on the terms and conditions set forth in this Agreement.
- D. Each of Sekady's, Liquid Edge's, TVF's, and Syringa's sole members approved this Agreement and directed that it be executed by the undersigned.

THEREFORE, the Constituent Companies agree as follows:

ARTICLE 1 MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Idaho Limited Liability Company Act ("**ILLCA**"), and the Idaho Model Entity Transactions Act ("**IETA**"), (a) each of Liquid Edge, TVF, and Syringa (the "**Merged Companies**") will be merged with and into Sekady (the "**Merger**"), (b) the separate existence of each of Liquid Edge, TVF, and Syringa will cease, and (c) Sekady will survive and continue in existence (sometimes referred to in this Agreement as the "**Surviving Company**").

1.2 Filing and Effectiveness. The Merger will be completed by taking the following actions, and will be effective as of the later of the date that (the "**Merger Date**"):

(a) This Agreement and the Merger have been adopted and approved by (i) Sekady's sole member, (ii) Liquid Edge's sole member, (iii) TVF's sole member, and (iv) Syringa's sole member, each in accordance with the applicable requirements of the IETA and the ILLCA; and

(b) An executed Statement of Merger meeting the requirements of the IETA has been filed with the Idaho Secretary of State.

1.3 Effect of the Merger.

(a) On the Merger Date, each Merged Entity will cease to exist as a separate entity, and Sekady: (i) will succeed, automatically and without other transfer or assignment, to all of each Merged Entity's assets, rights, powers, property, and obligations, as constituted immediately before the Merger Date (including, without limitation, any non-competition or other employment agreements with each Merged Entity's employees), and as provided under the applicable provisions of the IETA and the ILLCA; (ii) will possess all assets, rights, powers, and property of each Merged Entity, as constituted immediately before the Merger Date; (iii) will be subject to all debts, liabilities, and obligations of each Merged Entity, as constituted immediately before the Merger Date; and (iv) will be subject to all actions properly taken by each of the Merged Entities' respective members and managers before the Merger Date.

(b) On the Merger Date, the membership interests in each Merged Entity will be cancelled, and each holder of a certificate formerly representing any such membership interests (if any exist) will cease to have any rights with respect to those membership interests.

ARTICLE 2 CHARTER DOCUMENTS

2.1 Certificate of Organization. Sekady's certificate of organization as in effect immediately before the Merger Date will continue in full force and effect as the certificate of organization of the Surviving Company until duly amended in accordance with the Operating Agreement and applicable law.

2.2 Operating Agreement. Sekady's operating agreement as in effect immediately before the Merger Date will continue in full force and effect as the operating agreement of the Surviving Company ("**Operating Agreement**") until duly amended in accordance with the provisions thereof and applicable law.

2.3 Officers. Sekady's officers immediately before the Merger Date will continue to serve as the officers of the Surviving Company until their successors have been duly appointed or until as otherwise provided by law or the Operating Agreement.

2.4 Manager. Sekady's manager immediately before the Merger Date will continue to serve as the manager of the Surviving Company until her/his successor has been duly elected or until as otherwise provided by law or the Operating Agreement.

ARTICLE 3 GENERAL

3.1 Further Assurances. From time to time, as and when required by Sekady or by its successors or assigns, (a) there shall be executed and delivered on behalf of each Merged Entity such deeds, assignments, and other instruments, and there shall be taken or caused to be taken by Sekady and each Merged Entity such further and other actions, as may be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Sekady the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises, and authority of each Merged Entity and otherwise to carry out the purposes of this Agreement, and (b) Sekady's manager, or her/his designee(s), is fully authorized in the name and on behalf of each Merged Entity or otherwise to take any such actions and to execute and deliver any such deeds, assignments, and other instruments as she/he deems necessary or appropriate.

3.2 Abandonment. At any time before the Merger Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by any Constituent Company.

3.3 Entire Agreement. This Agreement constitutes the parties' entire agreement and understanding with respect to its subject matter, and supersedes all prior and contemporaneous oral and written agreements and understandings with respect to its subject matter.

3.4 Assignment. This Agreement may not be assigned by any party without all of the other parties' prior written consent. Any purported assignment in violation of this Agreement is void. Notwithstanding the foregoing, this Agreement will be binding on and inure to the benefit of the parties' successors and permitted assigns.

3.5 Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, that provision will be struck from this Agreement and the remaining provisions will continue in full force and effect.

3.6 Amendment. The Constituent Companies may amend this Agreement at any time before the Merger Date. No waiver of any provision of this Agreement is valid unless in writing and signed by the waiving party, and no waiver will constitute a continuing or future waiver of such provision or any other provision of this Agreement.

3.7 Merger Agreement. Executed copies of this Agreement will be retained on file at the principal place of business of the Surviving Company; and copies of them will be furnished to any member of any Constituent Company upon request and without cost.

3.8 Governing Law. This Agreement will in all respects be construed, interpreted, and enforced in accordance with and governed by the laws of the State of Idaho.

3.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Signatures transmitted by facsimile or e-mail will be treated as originals in all respects for purposes of executing this Agreement, any amendments to it, and any notices delivered according to its terms.

The parties are signing this Agreement as of the Effective Date.

SURVIVING COMPANY:

SEKADY CAPITAL LLC

By: _____



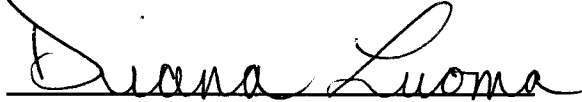
Diana Luoma

Sole Member and Sole Manager

MERGED COMPANIES:

LIQUID EDGE FINANCIAL, LLC

By: _____

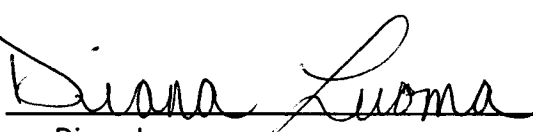


Diana Luoma

Sole Member and Sole Manager

TREASURE VALLEY FACTORS LLC

By: _____



Diana Luoma

Sole Member and Sole Manager

SYRINGA LOANS LLC

By: _____



Diana Luoma

Sole Member and Sole Manager

WRITTEN CONSENT
OF THE SOLE MEMBER
OF

SEKADY CAPITAL LLC

Dec 31, 2018

The undersigned being the sole member ("**Sole Member**") of Sekady Capital LLC, an Idaho limited liability company ("**Company**"), waives any requirements of notice and a meeting under both the Company's operating agreement and Idaho Code Section 30-25-101, *et. seq.*, and consents to the adoption of the following resolutions, effective as of the date set forth above:

1. **MERGER**

A. The Sole Member desires and deems it in the best interests of the Company to merge each of the following entities with and into the Company (the "**Merger**"):

- (i) Liquid Edge Financial, LLC, an Idaho limited liability company ("**Liquid Edge**");
- (ii) Treasure Valley Factors LLC, an Idaho limited liability company ("**TVF**"); and
- (iii) Syringa Loans LLC, an Idaho limited liability company ("**Syringa**").

B. To effectuate the Merger, the Sole Member caused the following documents to be prepared in the form attached to this Consent as Exhibit A: (i) an Agreement and Plan of Merger among the Company, Liquid Edge, TVF, and Syringa, and (ii) Statements of Merger between the Company and each of Liquid Edge, TVF, and Syringa (collectively, the "**Merger Documents**").

NOW, THEREFORE, IT IS:

RESOLVED, the Sole Member approves the Merger and the Merger Documents; and

RESOLVED, that the Manager of the Company is authorized to make such changes to the Merger Documents as she deems appropriate and to execute the Merger Documents and cause them to be delivered and filed as she deems necessary in order to carry out the Merger.


2. **MISCELLANEOUS AUTHORITY**

RESOLVED, that the Manager of the Company, and such other officers of the Company as are necessary, each with full power to act alone, in the name and on behalf of the Company, are authorized to carry out the foregoing

resolutions, and to execute, accept, deliver, and file all such certificates, instruments and other documents, and to do and perform all such other acts and things as such officers may deem necessary, appropriate or convenient, as conclusively evidenced by such action by such officers, in order to carry into effect the foregoing resolutions and each document as delivered pursuant thereto, all such action heretofore taken being hereby ratified, confirmed and approved.

The Sole Member is signing this Written Consent as of the date first written above.

Sole Member:


Diana Luoma

B0027-8558 12/31/2018 1:31 PM Received by ID Secretary of State Lawrence Denney

EXHIBIT A

MERGER DOCUMENTS

**WRITTEN CONSENT
OF THE SOLE MEMBER
OF
TREASURE VALLEY FACTORS LLC**

Dec 31, 2018

The undersigned being the sole member ("**Sole Member**") of Treasure Valley Factors LLC, an Idaho limited liability company ("**Company**"), waives any requirements of notice and a meeting under both the Company's operating agreement (the "**Operating Agreement**") and Idaho Code Section 30-25-101, *et. seq.*, and consents to the adoption of the following resolutions, effective as of the date set forth above:

A. The Sole Member desires and deems it in the best interests of the Company to merge the Company with and into Sekady Capital LLC, an Idaho limited liability company (the "**Merger**"); and

B. To effectuate the Merger, the Sole Member has caused the following documents to be prepared in the form attached to this Written Consent as Exhibit A: Agreement and Plan of Merger and Statement of Merger (collectively, the "**Merger Documents**").

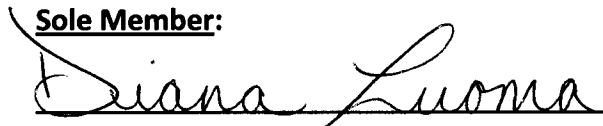
NOW, THEREFORE, IT IS:

RESOLVED, the Sole Member approves the Merger and the Merger Documents; and

RESOLVED, that the Company is authorized to enter into the Merger Documents, and that the execution and delivery of the Merger Documents and the acts contemplated by them are authorized, approved, ratified, and confirmed as the acts of the Company.

The Sole Member is signing this Written Consent as of the date first written above.

Sole Member:


Diana Luoma

WRITTEN CONSENT

EXHIBIT A

Merger Documents

[see attached]

WRITTEN CONSENT
OF THE SOLE MEMBER
OF
SYRINGA LOANS LLC

DEC 31, 2018

The undersigned being the sole member ("**Sole Member**") of Syringa Loans LLC, an Idaho limited liability company ("**Company**"), waives any requirements of notice and a meeting under both the Company's operating agreement (the "**Operating Agreement**") and Idaho Code Section 30-25-101, *et. seq.*, and consents to the adoption of the following resolutions, effective as of the date set forth above:

A. The Sole Member desires and deems it in the best interests of the Company to merge the Company with and into Sekady Capital LLC, an Idaho limited liability company (the "**Merger**"); and

B. To effectuate the Merger, the Sole Member has caused the following documents to be prepared in the form attached to this Written Consent as Exhibit A: Agreement and Plan of Merger and Statement of Merger (collectively, the "**Merger Documents**").

NOW, THEREFORE, IT IS:

RESOLVED, the Sole Member approves the Merger and the Merger Documents; and

RESOLVED, that the Company is authorized to enter into the Merger Documents, and that the execution and delivery of the Merger Documents and the acts contemplated by them are authorized, approved, ratified, and confirmed as the acts of the Company.

The Sole Member is signing this Written Consent as of the date first written above.

Sole Member:



Diana Luoma

EXHIBIT A

Merger Documents

[see attached]

WRITTEN CONSENT
OF THE SOLE MEMBER
OF
LIQUID EDGE FINANCIAL, LLC

Dec 31, 2018

The undersigned being the sole member ("**Sole Member**") of Liquid Edge Financial, LLC, an Idaho limited liability company ("**Company**"), waives any requirements of notice and a meeting under both the Company's operating agreement (the "**Operating Agreement**") and Idaho Code Section 30-25-101, *et. seq.*, and consents to the adoption of the following resolutions, effective as of the date set forth above:

A. The Sole Member desires and deems it in the best interests of the Company to merge the Company with and into Sekady Capital LLC, an Idaho limited liability company (the "**Merger**"); and

B. To effectuate the Merger, the Sole Member has caused the following documents to be prepared in the form attached to this Written Consent as Exhibit A: Agreement and Plan of Merger and Statement of Merger (collectively, the "**Merger Documents**").

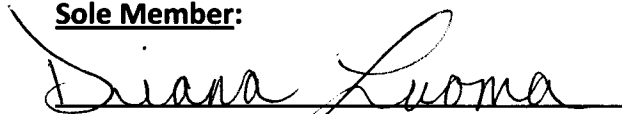
NOW, THEREFORE, IT IS:

RESOLVED, the Sole Member approves the Merger and the Merger Documents; and

RESOLVED, that the Company is authorized to enter into the Merger Documents, and that the execution and delivery of the Merger Documents and the acts contemplated by them are authorized, approved, ratified, and confirmed as the acts of the Company.

The Sole Member is signing this Written Consent as of the date first written above.

Sole Member:


Diana Luoma

WRITTEN CONSENT

EXHIBIT A

Merger Documents

[see attached]

STATEMENT OF MERGER

MERGING
SYRINGA LOANS LLC,
an Idaho limited liability company

WITH AND INTO

SEKADY CAPITAL LLC,
an Idaho limited liability company

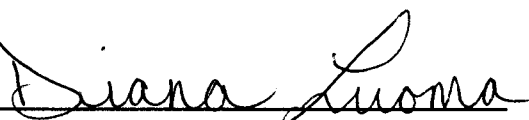
Under § 30-22-205 of the Idaho Model Entity Transactions Act ("IETA"), each of Sekady Capital LLC, an Idaho limited liability company ("Sekady"), and Syringa Loans LLC, an Idaho limited liability company ("Syringa"), execute and file the following Statement of Merger with the Idaho Secretary of State:

1. Sekady's sole member and Syringa's sole member, have each duly authorized and approved, in accordance with § 30-22-203 of IETA, an Agreement and Plan of Merger (the "**Merger Agreement**") providing for the merger of Syringa with and into Sekady ("**Merger**").
2. Under the Merger Agreement and in accordance with IETA, Syringa is merged with and into Sekady, with Sekady being the surviving company in the Merger (the "**Surviving Company**").
3. Sekady's certificate of organization and operating agreement as in effect immediately before the Merger will continue in effect as the Surviving Company's certificate of organization and operating agreement.
4. The Merger will be completed by filing this Statement of Merger with the Idaho Secretary of State under IETA and will be effective as of the date of filing.

Sekady and Syringa have each caused this Statement of Merger to be executed by their respective authorized persons effective as of January 1, 2019 ~~2018~~


SYRINGA LOANS LLC

By:


Diana Luoma, Sole Member

SEKADY CAPITAL LLC

By:


Diana Luoma, Sole Member

STATEMENT OF MERGER

MERGING

**TREASURE VALLEY FACTORS LLC,
an Idaho limited liability company**

WITH AND INTO

**SEKADY CAPITAL LLC,
an Idaho limited liability company**

Under § 30-22-205 of the Idaho Model Entity Transactions Act ("IETA"), each of Sekady Capital LLC, an Idaho limited liability company ("Sekady"), and Treasure Valley Factors LLC, an Idaho limited liability company ("TVF"), execute and file the following Statement of Merger with the Idaho Secretary of State:

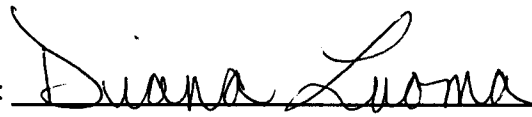
1. Sekady's sole member and TVF's sole member, have each duly authorized and approved, in accordance with § 30-22-203 of IETA, an Agreement and Plan of Merger (the "Merger Agreement") providing for the merger of TVF with and into Sekady ("Merger").
2. Under the Merger Agreement and in accordance with IETA, TVF is merged with and into Sekady, with Sekady being the surviving company in the Merger (the "Surviving Company").
3. Sekady's certificate of organization and operating agreement as in effect immediately before the Merger will continue in effect as the Surviving Company's certificate of organization and operating agreement.
4. The Merger will be completed by filing this Statement of Merger with the Idaho Secretary of State under IETA and will be effective as of the date of filing.

Sekady and TVF have each caused this Statement of Merger to be executed by their respective authorized persons effective as of January 1, 2019 ~~2018~~.

TREASURE VALLEY FACTORS LLC

By: 
Diana Luoma, Sole Member

SEKADY CAPITAL LLC

By: 
Diana Luoma, Sole Member

STATEMENT OF MERGER

MERGING

LIQUID EDGE FINANCIAL, LLC,
an Idaho limited liability company

WITH AND INTO

SEKADY CAPITAL LLC,
an Idaho limited liability company

Under § 30-22-205 of the Idaho Model Entity Transactions Act ("IETA"), each of Sekady Capital LLC, an Idaho limited liability company ("Sekady"), and Liquid Edge Financial, LLC, an Idaho limited liability company ("Liquid Edge"), execute and file the following Statement of Merger with the Idaho Secretary of State:

1. Sekady's sole member and Liquid Edge's sole member, have each duly authorized and approved, in accordance with § 30-22-203 of IETA, an Agreement and Plan of Merger (the "**Merger Agreement**") providing for the merger of Liquid Edge with and into Sekady ("**Merger**").

2. Under the Merger Agreement and in accordance with IETA, Liquid Edge is merged with and into Sekady, with Sekady being the surviving company in the Merger (the "**Surviving Company**").

3. Sekady's certificate of organization and operating agreement as in effect immediately before the Merger will continue in effect as the Surviving Company's certificate of organization and operating agreement.

4. The Merger will be completed by filing this Statement of Merger with the Idaho Secretary of State under IETA and will be effective as of the date of filing.

Sekady and Liquid Edge have each caused this Statement of Merger to be executed by their respective authorized persons effective as of January 1, 2019 ~~2018~~.

LIQUID EDGE FINANCIAL, LLC

By: Diana Luoma
Diana Luoma, Sole Member

SEKADY CAPITAL LLC

By: Diana Luoma
Diana Luoma, Sole Member