

STATEMENT OF MERGER

OF

VETERANS PLUMBING, LLC
(an Idaho limited liability company)

WITH AND INTO

WESTERN HEATING & AIR CONDITIONING, LLC
(an Idaho limited liability company)

In accordance with section 30-22-205 of the Idaho Model Entity Transactions Act (the “**IMETA**”), Veterans Plumbing, LLC, an Idaho limited liability company (“**Veterans**”), and Western Heating & Air Conditioning, LLC, an Idaho limited liability company (“**Western**”), hereby file this Statement of Merger with the Office of the Secretary of State of the State of Idaho and certify as follows:

1. **Names and Jurisdiction of Formation.** The constituent companies (the “**Constituent Companies**”) in the merger and the jurisdictions in which they were formed are as follows:

<u>Name of Constituent Company</u>	<u>Jurisdiction of Formation</u>
Veterans Plumbing, LLC	Idaho
Western Heating & Air Conditioning, LLC	Idaho

2. **Plan of Merger.** A Plan of Merger dated as of March 17, 2025 (the “**Plan of Merger**”) has been approved, adopted, and executed by each of the Constituent Companies in accordance with section 30-22-203 of the IMETA. The Plan of Merger is attached hereto as **Exhibit A** and is incorporated herein by this reference.

3. **Surviving Entity.** Pursuant to the Plan of Merger, Veterans is being merged with and into Western (the “**Merger**”), with Western being the surviving entity (the “**Surviving Entity**”) in the Merger.

4. **Member Approvals.** The Plan of Merger was duly approved by the members of each of the Constituent Companies, in each case, in the manner required by the IMETA and each of the Constituent Company’s articles of organization and limited liability company agreement.

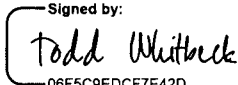
5. **Copy of Plan of Merger.** The executed Plan of Merger is on file at the office of Western located at 4980 E. Bradley Street, Boise, ID 83714. A copy of the Plan of Merger will be furnished by Western upon request and without cost to any member of Western or Veterans, respectively.

6. **Effectiveness of Merger.** The Merger shall become effective on March 17, 2025.

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IN WITNESS WHEREOF, the Constituent Companies have caused this Statement of Merger to be signed by their duly authorized representatives on this 17th day of March 2025.

VETERANS PLUMBING, LLC
an Idaho limited liability company

Signed by:

By: 06F5C9EDCF7E42D...
Name: Todd Whitbeck
Title: Manager

WESTERN HEATING & AIR CONDITIONING, LLC
an Idaho limited liability company

By: /s/ Darrin Erdahl
Name: Darrin Erdahl
Title: Manager

Exhibit A
Plan of Merger

(See attached.)

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this “**Plan of Merger**”) is made as of March 17, 2025, by and between Veterans Plumbing, LLC, an Idaho limited liability company (“**Veterans**”), and Western Heating & Air Conditioning, LLC, an Idaho limited liability company (“**Western**”). Veterans and Western are sometimes referred to as the “**Constituent Entities**.”

WHEREAS, Veterans is a manager-managed limited liability company, organized and existing under the laws of the State of Idaho, whose members are as set forth on Schedule A hereto.

WHEREAS, Western is a manager-managed limited liability company, organized and existing under the laws of the State of Idaho, whose members are as set forth on Schedule B hereto (the “**Western Members**”).

WHEREAS, this Plan of Merger, and the consummation of the merger of Veterans with and into Western, has been approved by the governing bodies of each of the Constituent Entities.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **The Merger.** At the Effective Time (as defined below) and subject to and upon the terms and conditions of this Plan of Merger and the applicable provisions of the Idaho Limited Liability Company Act (the “**LLCA**”), Veterans shall be merged with and into Western (the “**Merger**”), the separate existence of Veterans shall cease and Western shall continue as the surviving entity. Western, as it shall exist following the Merger, is sometimes referred to herein as the “**Surviving Entity**.”
2. **Effective Time.** The parties hereto shall cause the Merger to be consummated by filing this Plan of Merger and appropriate Statement of Merger (the “**Statement of Merger**”) with the Secretary of State of the State of Idaho in accordance with the relevant provisions of applicable law. As used herein, the term “**Effective Time**” shall mean March 17, 2025.
3. **Effect of the Merger on Veterans and Western.** At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the LLCA, this Plan of Merger, and the Statement of Merger. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the assets, property, rights, privileges, and powers of Veterans and Western shall vest in the Surviving Entity, and all debts, liabilities, obligations, restrictions, disabilities and duties of Veterans and Western shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Entity.
4. **Limited Liability Company Agreement.** At the Effective Time, the Limited Liability Company Agreement of Western, as in effect immediately prior to the Effective Time, shall be the Limited Liability Company Agreement of the Surviving Entity (the “**Limited Liability**”).

Company Agreement”) until thereafter amended as provided by such Limited Liability Company Agreement and applicable law.

5. **Managers.** At the Effective Time, the Board of Managers of Western shall consist of Justin Nagy and Todd Whitbeck, each to hold office in accordance with the Limited Liability Company Agreement of the Surviving Entity, until their respective successors are duly elected or appointed and qualified.

6. **Effect on Outstanding Securities of Veterans and Western.** On the terms and subject to the conditions of this Plan of Merger, as of the Effective Time, by virtue of the Merger and without any action on the part of Veterans or Western or any holder of any securities of Veterans or Western, (a) each unit of Veterans outstanding immediately prior to the Effective Time shall be exchanged for units of the Surviving Entity, in such number as set forth on Schedule C hereto, and (b) the number of units of the Surviving Entity to be held by the Western Members shall be as set forth on Schedule C hereto.

7. **Taking of Necessary Action; Further Action.** If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement or to vest the Surviving Entity with full right, title and possession to all assets, property, rights, privileges, powers and franchises of Veterans, the officers and directors of the Surviving Entity shall be fully authorized to take, and shall take, all such lawful and necessary action.

8. **Amendment.** This Agreement may not be amended, except by an instrument in writing executed on behalf of each of Veterans and Western.

9. **Counterparts.** This Agreement may be executed in any number of counterparts and all executed counterparts will constitute one and the same Agreement, binding on all of the parties hereto even though all of the parties are not signatories to the same counterpart.

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IN WITNESS WHEREOF, the parties have caused this Plan of Merger to be executed as of the date first above written.

VETERANS PLUMBING, LLC,
an Idaho limited liability company

Signed by:
By: Todd Whitbeck
06F5C9EDCF7E42D
Name: Todd Whitbeck
Title: Manager

**WESTERN HEATING & AIR
CONDITIONING, LLC,**
an Idaho limited liability company

By: /s/ Darrin Erdahl
Name: Darrin Erdahl
Title: Manager

SCHEDULE A

Members of Veterans Plumbing, LLC

On file with the company and available upon request.

SCHEDULE B

Members of Western Heating & Air Conditioning, LLC

On file with the company and available upon request.

SCHEDULE C

Ownership of Western Heating & Air Conditioning, LLC as of the Effective Time

On file with the company and available upon request.