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SECRETARY OF STATE
STATE OF IDAHO

PLAN OF MERGER

For the Merger of MCMM Jackson Hole Junction LLC and Elk Creek Ventures, LLC into JHJCC, LLC

This Plan of Merger is made as of February 22, 2018 (the "Effective Date"), by and between MCMM Jackson Hole Junction LLC, an Idaho limited liability company ("MCMM"), Elk Creek Ventures, LLC, an Idaho limited liability company ("Elk Creek") and JHJCC, LLC, an Idaho limited liability company ("JHJCC"). MCMM, Elk Creek and JHJCC are sometimes collectively referred to herein as "Constituent Companies."

WHEREAS, MMS Ventures LLC, an Idaho limited liability company ("MMS Ventures") is the sole member of each of MCMM, Elk Creek and JHJCC;

WHEREAS, MMS Ventures desires that the Constituent Companies merge into a single limited liability company;

WHEREAS, each of the Constituent Companies desires to merge into a single limited liability company;

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MMS Ventures and the Constituent Companies do hereby adopt the plan of merger set forth in this Plan of Merger and hereby evidence their desire that the Constituent Companies be merged into a single limited liability company in accordance with the applicable provisions of the laws of the state of Idaho and on the following terms, conditions, and other provisions:

SECTION 1 MERGER AND SUCCESSION

MCMM and Elk Creek shall be merged with and into JHJCC ("Merger") effective on the Effective Date. On the Effective Date, JHJCC shall continue its limited liability company existence and be the limited liability company surviving the Merger. On the Effective Date, the separate limited liability company existence of each of MCMM and Elk Creek shall cease and terminate.

SECTION 2 APPROVAL OF MERGER

The Merger has been approved by the Constituent Companies and MMS Ventures in accordance with Idaho Code Section 30-22-201 *et seq.*

IDAHO SECRETARY OF STATE

02/22/2018 05:00

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1@ 30.00 = 30.00 STMT MERGE #2

1@ 20.00 = 20.00 EXPEDITE C #3

W154170

SECTION 3 EFFECT OF MERGER

On the Effective Date, the rights, privileges, immunities, powers, and franchises, both of a public as well as a private nature, of each of MCMM and Elk Creek shall be vested in and possessed by JHJCC, subject to all of the restrictions, disabilities, and duties of or upon each of MCMM and Elk Creek; and all the singular rights, privileges, immunities, powers, and franchises of each of MCMM and Elk Creek, and all property, real, personal, and mixed, of each of MCMM and Elk Creek on whatever account, and all things in action or belonging to each of MCMM and Elk Creek, shall be transferred and vested in JHJCC; and all property, rights, privileges, immunities, powers and franchises, and all and every other interest, thereafter shall be the property of JHJCC, and the title to any real estate vested by deed or otherwise in either of MCMM or Elk Creek shall not revert or be in any way impaired by reason of the Merger; *provided, however*, that the liabilities of MCMM and Elk Creek and of their members, managers, directors, and officers shall not be affected and all rights of creditors and all liens upon any property of MCMM and Elk Creek shall be preserved unimpaired, and any claim existing or action or proceeding pending by or against either of MCMM or Elk Creek may be prosecuted to judgment as if the Merger had not been consummated, and all debts, liabilities, and duties of or upon MCMM and Elk Creek shall attach to JHJCC and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by JHJCC.

SECTION 4 ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT

The Certificate of Organization of JHJCC in effect immediately prior to the Effective Date shall continue to be the Certificate of Organization of JHJCC. The Amended and Restated Operating Agreement of JHJCC dated as of June 19, 2017, in effect immediately prior to the Effective Date shall continue to be the operating agreement of JHJCC. There are no proposed amendments to the public organic record or the private organic rules of JHJCC.

SECTION 5 CONVERSION OF INTERESTS

On the Effective Date, each issued and outstanding interest in MCMM and Elk Creek shall be cancelled and MMS Ventures shall surrender to each of MCMM and Elk Creek all of its membership certificates, if any, for cancellation and such membership certificates shall be cancelled as soon as practicable after the Effective Date. After the Merger, the MMS Ventures shall continue to be the sole "Member" (as defined in the Operating Agreement) of JHJCC.

SECTION 6 STATEMENT OF MERGER

In accordance with Idaho Code Section 30-22-205, this Plan of Merger is filed instead of a statement of merger, and upon so filing with the Secretary of State for the State of Idaho, has the same effect as filing a statement of merger.

SECTION 7 AMENDMENT OR ABANDONMENT

This Plan of Merger may be amended or abandoned at any time before the Effective Date by the approval of MMS Ventures.

SECTION 8 MISCELLANEOUS

This Plan of Merger may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Plan of Merger via facsimile transmission or electronic mail shall be as effective as delivery of an executed original. All recitals and exhibits to this Plan of Merger are hereby incorporated by reference as if set forth herein. 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, express or implied, 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.

[end of text, signature page to follow]

IN WITNESS WHEREOF, this Plan of Merger, having first been duly authorized and approved as set forth in Article II, is hereby executed and adopted by the Constituent Companies and MMS Ventures.

CONSTITUENT COMPANIES

MCMM JACKSON HOLE JUNCTION LLC,
an Idaho limited liability company

By: MMS VENTURES LLC, an Idaho limited
liability company, its Member

By: _____
Matt Morgan, Manager

ELK CREEK VENTURES, LLC, an Idaho
limited liability company

By: MMS VENTURES LLC, an Idaho limited
liability company, its Member

By: _____
Matt Morgan, Manager

JHJCC, LLC, an Idaho limited liability
company

By: MMS VENTURES LLC, an Idaho limited
liability company, its Member

By: _____
Matt Morgan, Manager

MMS VENTURES

MMS VENTURES, an Idaho limited liability
company

By: _____
Matt Morgan, Manager