

**AGREEMENT OF MERGER AND PLAN OF MERGER**  
**BY AND BETWEEN**  
**EVENTURE MANAGEMENT LLC, A FLORIDA LIMITED LIABILITY COMPANY**  
**AND**  
**EVENTURE MANAGEMENT LLC, AN IDAHO LIMITED LIABILITY COMPANY**

\* \* \* \* \*

This Agreement and Plan of Merger is made and entered into effective the 9<sup>th</sup> day of May, 2025, by and between EVENTURE MANAGEMENT LLC, a Florida limited liability company ("Florida Company"), and EVENTURE MANAGEMENT LLC, an Idaho limited liability company ("Idaho Company") (collectively, the "Constituent Entities").

**WITNESSETH:**

WHEREAS, each of the Constituent Entities has, subject to approval by RYDER J. ERICKSON, the Sole Member of the Florida Company and Idaho Company, adopted the plan of merger set forth in this Agreement; and

WHEREAS, the Constituent Entities and their respective Sole Member and Manager deem it advisable and in the best interest of each of the Constituent Entities that the Florida Company be merged with and into the Idaho Company (the "Merger").

NOW, THEREFORE, the Constituent Entities do hereby agree to merge on the terms and conditions herein provided as follows:

**1. MERGER.**

**a. Governing Law.** The Merger shall be effected pursuant to and in accordance with the applicable provisions of the Idaho Uniform Limited Liability Company Act and the Florida Revised Limited Liability Company Act. The Florida Company shall be merged with and into the Idaho Company, which shall be the surviving entity (the "Surviving Company") and shall continue to exist under the laws of the State of Idaho.

**b. Effective Date.** The "Effective Date" of the Merger shall be 5:00 p.m., Mountain Time, on the date the Articles of Merger are filed with the Idaho Secretary of State, or such later effective time as may be specified in the Articles of Merger in accordance with applicable law.

**2. MEMBER INTEREST CONVERSION.** On the Effective Date, all membership interests in the Florida Company held immediately prior to the Merger shall be exchanged for and converted into an equivalent membership interest in the Idaho Company, such that the ownership

percentage of each member in the Idaho Company shall be identical to that held in the Florida Company immediately prior to the Merger.

### **3. EFFECT OF THE MERGER.**

**a. Rights, Privileges and Obligations.** On the Effective Date, the Surviving Company shall, without further act or deed, succeed to and be vested with all rights, privileges, immunities, powers, franchises, and authority, whether public or private, of the Constituent Entities. All property, real, personal, and mixed, and all debts and obligations due to either of the Constituent Entities shall be vested in the Surviving Company without further action. Title to any real estate or interest therein shall not revert or be impaired by reason of the Merger. The Surviving Company shall be liable for all debts, liabilities, obligations, and duties of the Constituent Entities, and such liabilities and obligations may be enforced against the Surviving Company to the same extent as if originally incurred by it. All rights of creditors and all liens upon property of the Constituent Entities shall be preserved unimpaired.

**b. Further Action.** From time to time, as requested by the Surviving Company or its successors or assigns, each party to this Agreement shall execute and deliver, or cause to be executed and delivered, all such deeds, instruments, and documents, and shall take or cause to be taken all such further actions, as may be necessary or desirable to vest in or confirm to the Surviving Company full title to, and possession of, all property, rights, privileges, powers, and franchises referred to in this Agreement, and to carry out the purposes and intent of the Merger.

### **4. TERMINATION; AMENDMENT.**

**a. TERMINATION PROVISION.** Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated and the Merger abandoned at any time prior to the Effective Date, by written notice:

- i.** by mutual consent of the Constituent Entities; or
- ii.** If any suit, action, or proceeding is commenced, pending, or threatened before any court or governmental authority, which seeks to restrain, prohibit, or otherwise materially interfere with the consummation of the Merger.

**b. AMENDMENT PROVISIONS.** Notwithstanding anything to the contrary in this Agreement, this Agreement may be amended or modified in writing at any time prior to the Effective Date. However, no amendment made after approval of this Agreement by the Sole Member and Manager of the Constituent Entities shall:

- i.** Alter or change the amount or kind of membership interests, securities, cash, property, or rights to be received in exchange for or upon conversion of any interests in the Constituent Entities;
- ii.** Alter or change any term of the Operating Agreement of the


Surviving Company to be effected by the Merger; or

iii. Alter or change any other terms or conditions of this Agreement if such alteration would adversely affect the holders of any class or series of membership interests of the Constituent Entities.

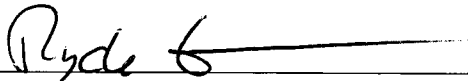
Subject to the foregoing, the Constituent Entities may, by written agreement, extend the time for performance of, or waive compliance with, any conditions or covenants set forth herein.

IN WITNESS WHEREOF, this Agreement, having been duly approved by resolution of the Sole Member or Manager of each of the Constituent Entities, is executed on behalf of each such entity by its duly authorized signatory as of the date first written above.

EVENTURE MANAGEMENT LLC,  
A FLORIDA LIMITED LIABILITY COMPANY  
BY ITS SOLE MEMBER AND MANAGER:  
RYDER J. ERICKSON

BY:   
RYDER J. ERICKSON, SOLE MEMBER & MANAGER

EVENTURE MANAGEMENT LLC,  
AN IDAHO LIMITED LIABILITY COMPANY  
BY ITS SOLE MEMBER AND MANAGER:  
RYDER J. ERICKSON

BY:   
RYDER J. ERICKSON, SOLE MEMBER & MANAGER