

## PLAN OF MERGER

SECRETARY OF STATE  
STATE OF IDAHO*For the Merger of Idaho iRepair LLC and Nampa iRepair LLC into Idaho iPhones LLC*

This Plan of Merger is made as of September 30, 2014, by and between Nampa iRepair LLC, an Idaho limited liability company, Idaho iRepair LLC, an Idaho limited liability company (together with Nampa iRepair LLC sometimes collectively referred to as the Target Companies) and Idaho iPhones LLC, an Idaho limited liability company ("Acquiring Company"). Nampa iRepair LLC, Idaho iRepair LLC, and Idaho iPhones LLC are sometimes collectively referred to herein as "Constituent Companies."

**WHEREAS**, Chad Hartley and Mitchell Parker are the members of Idaho iRepair LLC ("Idaho iRepair Members");

**WHEREAS**, Chad Hartley and Calvin Bunn are the members of Nampa iRepair LLC (collectively, "Nampa iRepair Members");

**WHEREAS**, Chad Hartley is the sole member of the Acquiring Company ("Idaho iPhones LLC Member" and together with the Idaho iRepair LLC Members and Nampa iRepair LLC Members, sometimes collectively referred to as the "Constituent Company Members");

**WHEREAS**, Chad Hartley is the manager of Nampa iRepair LLC;

**WHEREAS**, Chad Hartley is the manager of the Acquiring Company;

**WHEREAS**, the Constituent Company Members desire that the Constituent Companies merge into a single limited liability company;

**WHEREAS**, Nampa iRepair LLC desires to merge the Constituent Companies into a single limited liability company;

**WHEREAS**, Idaho iRepair LLC desires to merge the Constituent Companies into a single limited liability company; and

**WHEREAS**, the Acquiring Company desires to merge the Constituent Companies into a single limited liability company.

**NOW THEREFORE**, the Constituent Company Members 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:

## I

## MERGER AND SUCCESSION

The Target Companies shall be merged with and into the Acquiring Company ("Merger") effective on September 30, 2014 ("Effective Date"). On the Effective Date, the Acquiring Company 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 the Target Companies shall cease and terminate.

## **II APPROVAL OF MERGER**

The Merger has been approved by the Constituent Companies and the Constituent Company Members in accordance with Part 2, Chapter 18, Title 30, Idaho Code.

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

## **IV ARTICLES OF ORGANIZATION AND AMENDED AND RESTATED OPERATING AGREEMENT**

The Certificate of Organization of the Acquiring Company in effect immediately prior to the Effective Date shall continue to be the Certificate of Organization of the Acquiring Company; provided, however, immediately after the Merger, such Certificate of Organization shall be amended to change the name of the Acquiring Company to Idaho iRepair LLC. On and after the Effective Date, the Operating Agreement attached hereto as Exhibit A ("Operating Agreement") shall be adopted by the Constituent Company Members as the operating agreement for the Acquiring Company until thereafter amended as provided by law and in accordance with the provisions thereof.

## **V CONVERSION OF INTERESTS**

On the Effective Date, each issued and outstanding interest in the Target Companies shall be cancelled and the Nampa iRepair LLC Members and Idaho iRepair LLC Members shall

surrender to the respective Target Companies all their 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 Constituent Company Members shall all be "Members" (as defined in the Operating Agreement) of the Acquiring Company and each of their respective "Economic Percentage Interests," "Voting Percentage Interests," and "Capital Accounts" (as those terms are defined in the Operating Agreement).

## **VI STATEMENT OF MERGER**

This Plan of Merger is intended to comply with Idaho Code Section 30-18-205 and be the statement of merger required thereby.

## **VII AMENDMENT OR ABANDONMENT**

This Plan of Merger may be amended or abandoned at any time before the Effective Date by the unanimous approval of all the Constituent Company Members.

## **VIII COUNTERPART EXECUTION**

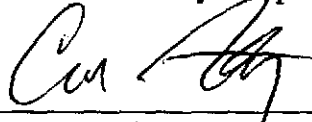
This Plan of Merger may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Plan of Merger via facsimile transmission or electronic mail shall be as effective as delivery of an executed original.

*[end of text, signature page to follow]*

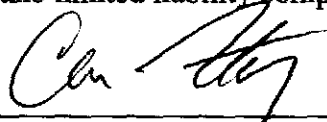
IN WITNESS WHEREOF, this Plan of Merger, having first been duly authorized and approved as set forth in Article II, is hereby executed and adopted by the Constituent Companies and the Constituent Company Members.

**CONSTITUENT COMPANIES**


NAMPA IREPAIR, LLC,  
an Idaho limited liability company

BY:   
Chad Hartley, its Manager

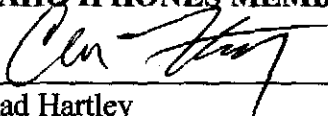
IDAHO IREPAIR, LLC,  
an Idaho limited liability company

BY:   
Chad Hartley, its Manager

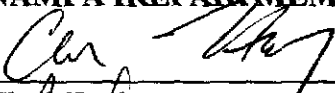
IDAHO IPHONES, LLC,  
an Idaho limited liability company

BY:   
Chad Hartley, its Manager

**IDAHO IPHONES MEMBER**


  
Chad Hartley

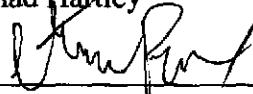
**NAMPA IREPAIR MEMBERS**

  
Chad Hartley

  
Calvin Bunn

**IDAHO IREPAIR MEMBERS**

  
Chad Hartley

  
Mitchell Parker