

PLAN OF MERGER

THIS PLAN OF MERGER (the "Plan") is made and entered into as of the Effective Date (defined in 7.1 herein below), by and between AVALANCHE LANE, LLC, an Idaho limited liability company, and BROCKEN SPECTRE PROPERTIES, LLC, an Idaho limited liability company.

RECITALS

- A. Richard A. Emtman and Kathleen H. Emtman, husband and wife, as initial members formed Avalanche Lane, LLC by executing and filing with the Idaho Secretary of State a Certificate of Organization on May 23, 2016.
- B. Avalanche Lane, LLC was formed to: (i) own, develop, manage and lease real property, including any and all necessary, related, and/or convenient activities.
- C. The current members of Avalanche Lane, LLC, number of company units owned by each member and ownership interest in the limited liability company are as follows: (i) Richard A. Emtman owning two hundred (200) company units, constituting fifty percent (50%) of all the issued and outstanding company units of the limited liability company, and a fifty percent (50%) ownership interest in the limited liability company; and (ii) Kathleen H. Emtman owning two hundred (200) company units, constituting fifty percent (50%) of all the issued and outstanding company units of the limited liability company, and a fifty percent (50%) ownership interest in the limited liability company.
- D. Although Richard A. Emtman and Kathleen H. Emtman, husband and wife, are both members of Avalanche Lane, LLC, because they are the only members and they are residents of the State of Washington (a community property state), pursuant to Rev. Proc. 2002-69, 2002-2 C.B. 831, they have elected to be one member resulting in Avalanche Lane, LLC being a single member limited liability company treated as a disregarded entity (a sole proprietorship) for United States federal tax purposes.
- E. Richard A. Emtman and Kathleen H. Emtman, husband and wife, as initial members formed Brocken Spectre Properties, LLC by executing and filing with the Idaho Secretary of State a Certificate of Organization on April 25, 2016.
- F. Brocken Spectre Properties, LLC was formed to: (i) own, develop, manage, and lease real property, including any and all necessary, related, and/or convenient activities.

- G. The current members of Brocken Spectre Properties, LLC, number of company units owned by each member, and ownership percentage in the limited liability company are as follows: (i) Richard A. Emtman owning two hundred (200) company units, constituting fifty percent (50%) of all the issued and outstanding company units of the limited liability company, and a fifty percent (50%) ownership interest in the limited liability company; and (ii) Kathleen H. Emtman owning two hundred (200) company units, constituting fifty percent (50%) of all the issued and outstanding company units of the limited liability company, and a fifty percent (50%) ownership interest in the limited liability company.
- H. Although Richard A. Emtman and Kathleen H. Emtman, husband and wife, are both members of Brocken Spectre Properties, LLC, because they are the only members and are residents of the State of Washington (a community property state), pursuant to Rev. Proc. 2002-69, 2002-2 C. B. 831, they have elected to be one member resulting in Brocken Spectre Properties, LLC being a single member limited liability company treated as a disregarded entity (a sole proprietorship) for United States federal tax purposes.
- I. Both Avalanche Lane, LLC and Brocken Spectre Properties, LLC were formed under the Idaho Uniform Limited Liability Company Act set forth in Title 30, Chapter 25 of the Idaho Code.
- J. The members of Avalanche Lane, LLC and the members of Brocken Spectre Properties, LLC agree it is in their mutual best interest to merge the two limited liability companies together, creating only one entity.
- K. Contemporaneously with the filing of a Statement of Merger with the Idaho Secretary of State, the members of Avalanche Lane, LLC will cause Avalanche Lane, LLC to merge with and into Brocken Spectre Properties, LLC, with Brocken Spectre Properties, LLC being the surviving entity.
- L. As a result of the merger, each member's ownership interest in Avalanche Lane, LLC (represented by company units) will be exchanged into company units of Brocken Spectre Properties, LLC, and the ownership percentage of each member in the profits, losses, deductions and capital of Avalanche Lane, LLC before the merger being the same ownership percentage in the profits, losses, deductions and capital of Brocken Spectre Properties, LLC after the merger.
- M. There will be no change in any member's share of liabilities of Avalanche Lane, LLC or in Brocken Spectre Properties, LLC as a result of the merger, and the business of Avalanche Lane, LLC will continue to be carried on by Brocken Spectre Properties, LLC after the merger.

- N. Avalanche Lane, LLC and Brocken Spectre Properties, LLC are owned by the same members who are husband and wife, both considered as one member for United States federal tax purposes, resulting in both limited liability companies being treated as single member limited liability companies, disregarded entities (sole proprietorships) for United States federal tax purposes, and therefore, no taxable sale, exchange or other transaction occurs for United States federal tax purposes as a result of the merger of Avalanche Lane, LLC into Brocken Spectre Properties, LLC since the member of each limited liability company (which is the same member for each limited liability company) is deemed to continue to hold property of both entities as a sole proprietorship before and after the merger.
- O. After the members of Avalanche Lane, LLC and the members of Brocken Spectre Properties, LLC have approved and adopted this Plan to merge Avalanche Lane, LLC with and into Brocken Spectre Properties, the members of Avalanche Lane, LLC shall cause a Statement of Merger to be filed with the Idaho Secretary of State.
- P. Upon filing a Statement of Merger, Avalanche Lane, LLC will merge with and into Brocken Spectre Properties, LLC, Avalanche Lane, LLC as the merging entity will cease to exist, the business of Avalanche Lane, LLC will continue to be carried on by Brocken Spectre Properties, LLC, and Brocken Spectre Properties, LLC will be considered a continuation of Avalanche Lane, LLC for state law and United States federal tax purposes.
- Q. Pursuant to Idaho Code 30-22-203(a)(2), the members of Avalanche Lane, LLC deem it advisable, in their best interest and in the best interest of the limited liability company, that Avalanche Lane, LLC merge with and into Brocken Spectre Properties, LLC and have approved the merger of Avalanche Lane, LLC with and into Brocken Spectre Properties, LLC in accordance with the terms and conditions set forth below in this Plan.
- R. The members of Brocken Spectre Properties, LLC deem it advisable, in their best interest and in the best interest of Brocken Spectre Properties, LLC that Avalanche Lane, LLC merge with and into Brocken Spectre Properties, LLC, and have approved the merger of Avalanche Lane, LLC with and into Brocken Spectre Properties, LLC in accordance with the terms and conditions set forth below in this Plan.

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1

NAME AND TYPE OF ENTITIES INVOLVED IN THE MERGER

1.1 Name, Type and Jurisdiction of Merging Entity. The name and type of entity that will be merged with and into another entity is Avalanche Lane, LLC, an Idaho limited liability company formed under the Idaho Uniform Limited Liability Company Act. Avalanche Lane, LLC shall hereinafter be referred to herein by its name or as the “Merging Entity.”

1.2 Name, Type and Jurisdiction of the Surviving Entity. The name of the surviving entity which is a party to the merger is Brocken Spectre Properties, LLC, an Idaho limited liability company, formed under the Idaho Uniform Limited Liability Company Act. Brocken Spectre Properties, LLC shall hereinafter be referred to herein by its name or as the “Surviving Entity.”

SECTION 2

COMPANY UNITS OF THE SURVIVING ENTITY

2.1 Company Units. Ownership interests in Brocken Spectre Properties, LLC are evidenced by company units. Brocken Spectre Properties, LLC is authorized to issue a single class of company unit. Company units give a member of Brocken Spectre Properties, LLC voting rights and economic rights but not management rights. Voting rights entitle a member to vote on any matter submitted to a vote or the consent of the members. Economic rights entitle a member to share in the allocation of: (i) net profits, and other items of income, gain, loss, deduction and credits of Brocken Spectre Properties, LLC; (ii) the right to receive interim distributions of money and other property from Brocken Spectre Properties, LLC; and (iii) the right to receive distributions upon liquidation of Brocken Spectre Properties, LLC. Each company unit has the same priority and preference with respect to obtaining a return of capital contributions, distributions of property and allocations of income, loss, deductions, credits or other items of Brocken Spectre Properties, LLC. Brocken Spectre Properties, LLC’s day-to-day affairs, operations, business and property are managed under the direction of one or more managers. A manager does not have to be a member of the limited liability company.

SECTION 3

THE MERGER

3.1 The Merger of Avalanche Lane, LLC With and into a Brocken Spectre Properties, LLC. Upon the terms, subject to the conditions set forth in this Plan, and in accordance with the Idaho Uniform Limited Liability Company Act, Title 30, Chapter 25 and the Idaho Model Entity Transactions Act, Title 30, Chapter 22, § 30-22-201 through § 30-22-306 of the Idaho Code (hereinafter collectively referred to as the “Act”), Avalanche Lane, LLC shall be merged with and

into Brocken Spectre Properties, LLC at the Effective Time of Merger (defined in Section 3.3 below). Following the merger, Avalanche Lane, LLC shall cease to exist and Brocken Spectre Properties, LLC as the surviving entity shall be treated as the continuation of Avalanche Lane, LLC without interruption and shall succeed to and assume all of the rights, properties, liabilities and obligations of Avalanche Lane, LLC in accordance with the Act.

3.2 Closing. The transaction contemplated by this Plan shall be closed in the offices of IMSB Law, P.S. on the 17th day of March, 2025 (the "Closing Date"). Each party to this Plan, required to do so, shall execute such deeds, bills of sale, assignments, letters of instruction, company unit certificates, other documents, instruments and writings which may reasonably be required to consummate the merger contemplated herein.

3.3 Effective Time of Merger. On the Closing Date, the parties hereto shall file with the Idaho Secretary of State, a Statement of Merger which shall be executed in accordance with the relevant provisions of the Act and shall make such other filings, recordings or publications required under the Act in connection with merging Avalanche Lane, LLC with and into Brocken Spectre Properties, LLC. The merger shall become effective on the date that the Statement of Merger is filed with the Idaho Secretary of State or such later date as the parties hereto may agree and specify in the Statement of Merger (the "Effective Time of Merger").

SECTION 4

TERMS AND CONDITIONS OF THE MERGER

4.1 Effects of the Merger. The merger of Avalanche Lane, LLC with and into Brocken Spectre Properties, LLC shall have the following effects:

4.1.1 At the Effective Time of Merger, in accordance with this Plan and the Act, the separate existence of Avalanche Lane, LLC shall cease to exist and Avalanche Lane, LLC shall be merged with and into Brocken Spectre Properties, LLC which shall survive but shall be treated for federal tax purposes as a continuation of Avalanche Lane, LLC without interruption.

4.1.2 Brocken Spectre Properties, LLC in accordance with this Plan and the Act shall succeed to and possess all of the rights, privileges, immunities, powers and purposes of both Avalanche Lane, LLC and Brocken Spectre Properties, LLC. All of the property, real property, personal property and mixed property, causes of action in every asset of both Avalanche Lane, LLC and Brocken Spectre Properties, LLC, including without limitation, the name, trademarks, and trade names of both Avalanche Lane, LLC and Brocken Spectre Properties, LLC shall vest in Brocken Spectre Properties, LLC as the surviving entity without transfer, restriction or impairment, and without further transfer, act or deed, except that if Brocken Spectre

Properties, LLC shall at any time deem it desirable that any further assignment, deed or other assurance be given to fully accomplish the purposes of this merger, the members of Avalanche Lane, LLC and Brocken Spectre Properties, LLC shall do all things necessary, including the execution of any and all relevant documents to properly effectuate the merger.

4.1.3 Brocken Spectre Properties, LLC as the surviving entity shall assume and be liable for all debts, obligations, other liabilities and penalties of Avalanche Lane, LLC. No debts, liabilities or obligations due or to become due, claim or demand for any cause existing against either Avalanche Lane, LLC and its members or Brocken Spectre Properties, LLC and its members shall be released or impaired by the merger. No action or proceeding, civil and criminal, then pending by or against either Avalanche Lane, LLC and its member or Brocken Spectre Properties, LLC and its member shall abate or be discontinued by the merger, but may be enforced, prosecuted, settled or compromised as if the merger had not occurred, or Brocken Spectre Properties, LLC as the surviving entity may be substituted in such action in place of Avalanche Lane, LLC.

4.2 Certificate of Organization. The Certificate of Organization of Brocken Spectre Properties, LLC (also referred to in the Act as the “Public Organic Record”) in effect immediately prior to the Effective Time of Merger, shall be the Certificate of Organization of the surviving entity until thereafter changed or amended as provided therein, or under the Act.

4.3 Operating Agreement. The Operating Agreement of Brocken Spectre Properties, LLC (also referred to in the Act as the “Private Organic Rules”) in effect immediately prior to the Effective Time of Merger, shall be the Operating Agreement of the Surviving Entity until thereafter changed or amended as provided therein or under the Act.

SECTION 5

MANNER OF CONVERTING LIMITED LIABILITY COMPANY INTEREST IN MERGED ENTITY INTO INTEREST IN SURVIVING ENTITY

5.1 Conversion of Company Units of Avalanche Lane, LLC into Company Units of Brocken Spectre Properties, LLC. The manner and basis of converting limited liability company interests in Avalanche Lane, LLC into limited liability company interests in Brocken Spectre Properties, LLC, shall be as follows:

5.1.1 Immediately following the Effective Date of Merger, the members of Avalanche Lane, LLC shall be deemed to have contributed all assets and transferred all liabilities of Avalanche Lane, LLC to Brocken Spectre Properties, LLC in exchange for company units (membership interest) in Brocken Spectre Properties,

LLC. For United States federal tax purposes, the property of Avalanche Lane, LLC is deemed to be owned by its sole member (Richard A. Emtman and Kathleen H. Emtman, husband and wife) and the property of Brocken Spectre Properties, LLC is deemed to be owned by its sole member (Richard A. Emtman and Kathleen H. Emtman, husband and wife). Since the members of Avalanche Lane, LLC are the same members of Brocken Spectre Properties, LLC, and because both Avalanche Lane, LLC and Brocken Spectre Properties, LLC are treated as sole proprietorships of their sole member for United States federal tax purposes, no sale, exchange or other taxable transaction occurs for United States federal tax purposes. The sole member of Avalanche Lane, LLC and the sole member of Brocken Spectre Properties, LLC (which are the same member) is deemed to continue holding the property of Avalanche Lane, LLC transferred to Brecken Spectre Properties, LLC as a sole proprietor after the merger.

There will be no change in the debts, liabilities and obligations of Avalanche lane, LLC by its members, and no change in the debts, liabilities and obligations of Brocken Spectre Properties, LLC by its members, as a result of the merger since the members of Avalanche Lane, LLC and the members of Brocken Spectre Properties, LLC are the same, and because, for United States federal tax puropses, the members of Avalanche Lane, LLC and the members of Brocken Spectre Properties, LLC are treated as one member (the same single member for both entities) for United States federal tax purposes (both Avalanche Lane, LLC and Brocken Spectre Properties, LLC treated as sole proprietorships of the member), Brocken Spectre Properties, LLC is deemed to continue holding the property and being obligated for all debts, liabilities and obligations of Avalanche Lane, LLC and of Brocken Spectre Properties, LLC, as the sole proprietor of its single member after the merger.

The merger of Avalanche Lane, LLC with and into Brocken Spectre Properties, LLC is a tax free transaction, and is not treated as a taxable sale, taxable exchange or other taxable transfer for United States Federal and State income tax purposes. On the Effective Date of the merger, for purposes of the Act, the members of Avalanche Lane, LLC will be deemed to have transferred all of the members' company units of Avalanche Lane, LLC to Brocken Spectre Properties, LLC in exchange for company units of Brocken Spectre Properties, LLC.

The business of Avalanche Lane, LLC will continue to be carried on by Brocken Spectre Properties, LLC after the merger, although Avalanche Lane, LLC will cease to exist, it will not be deemed to have terminated but will be deemed to have continued through Brocken Spectre Properties, LLC. After the Effective Time of Merger, the members in Avalanche Lane, LLC, are deemed to have transferred all of their company units into an equivalent number of company units of Brocken Spectre Properties, LLC under this Section 5. The Members of Avalanche Lane, LLC shall

be entitled to be issued a certificate or certificates representing company units of Brocken Spectre Properties, LLC in exchange for company units of Avalanche Lane, LLC.

SECTION 6

AMENDMENT AND WAIVER

6.1 Amendment and Waiver. Any provision of this Plan may be amended or waived prior to the Effective Time of Merger (whether before or after approval by the members of Avalanche Lane, LLC and the members of Brocken Spectre Properties, LLC if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all parties hereto or, in the case of a waiver, by the party against whom the waiver is to be effective; provided that after adoption of this Plan by the members of Avalanche Lane, LLC and the members of Brocken Spectre Properties, LLC, there shall be no amendment that by law requires further approval by the members of Avalanche Lane, LLC and the members of Brocken Spectre Properties, LLC without the further approval of all members.

SECTION 7

GENERAL PROVISIONS

7.1 Effective Date. The effective date of this Plan shall be the date the Plan is filed with the Idaho State Secretary of State's Office (the "Effective Date").

7.2 Binding Effect. This Plan when adopted and approved by the members of Avalanche Lane, LLC as the Merging Entity and by the members of Brocken Spectre Properties, LLC as the Surviving Entity in the manner required under the Act shall be binding upon Avalanche Lane, LLC, and its members, and Brocken Spectre Properties, LLC, and its members, as well as each of the members' respective successors, personal representatives and assignees.

7.3 Section Headings. Section titles are only included as a guide to the contents thereof and are not to be considered as controlling, enlarging, or restricting the language or the meaning of those sections.

7.4 Applicable Law. This Plan shall be governed, interpreted and enforced in accordance with the laws of the State of Idaho, and the venue of any action brought to interpret or enforce any provisions of this Plan shall be in the First Judicial District Court of Kootenai County, Idaho.

7.5 Severability. The invalidity of any provision of this Plan or any portion of a provision of this Plan shall not affect the validity of any other provision of this Plan or the remaining portion of the applicable provision.

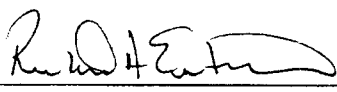
7.6 Assignability. This Plan shall not be assignable by any of the parties hereto without the prior written consent of all parties.

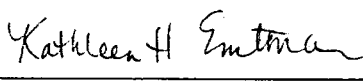
7.7 Entire Plan. This Plan contains the entire agreement of the parties hereto and, except for any agreements or warranties otherwise stated in writing to survive the execution and delivery of this Plan, supersedes all previous understandings and agreements, written or oral, with respect to the merger of Avalanche Lane, LLC within and into Brocken Spectre Properties, LLC.

7.8 Counterparts. This Plan may be executed in several counterparts, all of which together shall constitute one agreement binding all parties hereto, notwithstanding that all parties have not signed the same counterpart.

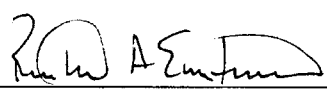
IN WITNESS WHEREOF, the parties hereto have signed this Plan on the date set forth below their signature to be effective as of the Effective Date (defined in Section 7.1 above).

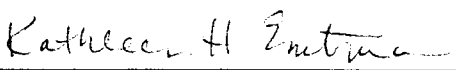
AVALANCHE LANE, LLC,
an Idaho Limited Liability Company

By: 
Richard A. Emtman, member and Manager

By: 
Kathleen H. Emtman, member

BROCKEN SPECTRE
PROPERTIES, LLC,
an Idaho Limited Liability Company

By: 
Richard A. Emtman, member and Manager

By: 
Kathleen H. Emtman, member