

PLAN AND STATEMENT OF MERGER
OF
LANDMARK DEVELOPMENT PROPERTIES, LLC
AN IDAHO LIMITED LIABILITY COMPANY AND
J & L RESOURCES, LLC
AN IDAHO LIMITED LIABILITY COMPANY
INTO
J AND L HOLDINGS, LLC
AN IDAHO LIMITED LIABILITY COMPANY

THE UNDERSIGNED LIMITED LIABILITY COMPANIES DO HEREBY CERTIFY:

FIRST: That the name and state of organization of each of the constituent limited liability companies (the "Constituent Companies") of the merger (the "Merger") are as follows:

Name	State of Organization
Landmark Development Properties, LLC	Idaho
J & L Resources, LLC	Idaho
J and L Holdings, LLC	Idaho

SECOND: That a plan of merger between the parties to the Merger has been approved and adopted, by the managers and/or members of each of the Constituent Companies in accordance with the requirements of Idaho law and that upon filing this document with the the Secretary of State of Idaho, the Merger shall be effective (the "Effective Time").

THIRD: The surviving company of the Merger is J and L Holdings, LLC an Idaho limited liability company (the "Surviving Company"). The street address of the Surviving Company is 535 Swan Lane Highway 26, Irwin, ID 83428. The non-surviving companies of the merger are Landmark Development Properties, LLC, an Idaho limited liability company and J & L Resources, LLC, an Idaho limited liability company (the "Merging Companies"). Merging Companies shall be merged into Surviving Company.

FOURTH: The terms and conditions of the Merger and the manner and basis of converting the ownership interests of the Constituent Companies are as follows:

(a) Existence

(1) From and after the Effective Time, J and L Holdings, LLC a Idaho limited liability company as the Surviving Company shall continue its existence as a Idaho limited liability company and (i) it shall thereupon and thereafter possess all rights, privileges, powers, franchises and property (real, personal and mixed) of all of the Constituent Companies; (ii) all debts due to any of the Constituent Companies, on whatever account, all causes in action and all other things belonging to any of the Constituent Companies shall be taken and deemed to be transferred to and shall be vested in the Surviving Company by virtue of the Merger without further act or deed; (iii) the title to any real estate vested by deed or otherwise, under the laws of any jurisdiction, in any of the Constituent Companies, shall not revert or be in any way impaired by reason of the Merger; and (iv) all rights of creditors and all liens upon any property of any of the Constituent

Companies shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Companies shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by the Surviving Company.

(2) From and after the Effective Time, (i) the Certificate of Organization and Operating Agreement of the Surviving Company, as existing immediately prior to the Effective Time, shall remain the Certificate of Organization and Operating Agreement of the Surviving Company subject to amendments adopted herein and any subsequent amendments; (ii) the managers of the Surviving Company holding office immediately prior to the Effective Time shall become the managers of the Surviving Company, each to serve subject to the Surviving Company's operating agreement.

(b) Conversion of Securities

All issued and outstanding ownership interests in Landmark Development Properties, LLC, as well as all issued and outstanding ownership interests in J & L Resources, LLC and all issued and outstanding ownership interests in J and L Holdings, LLC are owned by the selfsame individual. Accordingly, there will be no conversion of interests on the happening of the merger but all of the interests in Landmark Development Properties, LLC and J & L Resources, LLC shall be thereupon cancelled. The outstanding ownership interests in the Surviving Company shall remain outstanding and are not affected by the Merger.

FIFTH: Voting results for the merger are as follows:

(a) Landmark Development Properties, LLC, a Idaho limited liability company. The Plan of Merger (the "Plan") was submitted to the member by the manager on April 17, 2019, and out of 100% of the ownership interest entitled to vote on the Plan, 100% of the ownership interest approved the Plan.

(b) J & L Resources, LLC, a Idaho limited liability company. The Plan of Merger (the "Plan") was submitted to the member by the manager on April 17, 2019, and out of 100% of the ownership interest entitled to vote on the Plan, 100% of the ownership interest approved the Plan.

(c) J and L Holdings, LLC a Idaho limited liability company. The Plan was submitted to the members by the manager on April 17, 2019, and out of 100% of the ownership interests entitled to vote on the Plan, 100% of the ownership interests approved the Plan.

(c) General. The number of votes cast for the Plan by each group was sufficient under Idaho law for approval by that voting group.

IN WITNESS WHEREOF, the Constituent Companies, pursuant to the approval and authority duly given by resolutions adopted by their respective Member and Managers have caused this Plan of Merger to be executed by an authorized officer of each party thereto.

Landmark Development Properties, LLC,
an Idaho limited liability company

By: 
P. Lynn Dixon, Manager

J & L Resources, LLC
an Idaho limited liability company

By: *P. Lynn Dixon*
P. Lynn Dixon, Manager

J and L Holdings, LLC,
an Idaho limited liability company

By: *P. Lynn Dixon*
P. Lynn Dixon, Manager

STATE OF Idaho)
COUNTY OF Jefferson) : ss.

Before me the undersigned Notary Public in and for the said County and State, personally appeared, P. Lynn Dixon, the manager of Landmark Development Properties, LLC, an Idaho limited liability company, said P. Lynn Dixon, the manager of J & L Resources, LLC, an Idaho limited liability company, and said P. Lynn Dixon, the manager of J and L Holdings, LLC, an Idaho limited liability company, and signed the foregoing Plan and Statement of Merger as his own free and voluntary act and deed for the uses and purposes set forth therein for and on behalf of said companies with all requisite power and authority.

IN WITNESS WHEREOF, I have set my hand and seal this day of 2019.

My Commission Expires
8-15-2022 NOTARY PUBLIC
C:LWC/Dixon, Lynn STMTMERG. Landmark

Charlotte Lees
Residing at *Jefferson County*

