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Michael G. Adams
Kentucky Secretary of State
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ARTICLES OF MERGER

Pursuant to the provisions of the New Mexico Limited Liability Company Act (Chapter 53, Article 19 NMSA 1978) and the Kentucky Limited Liability Company Act (KRS Chapter 275), O.R.Y.M. Group, LLC, a New Mexico limited liability company (the "Merging Company"), and Pecos Red Harvest, LLC, a Kentucky limited liability company (the "Surviving Company"), adopt the following articles of merger.

ARTICLE I

NAMES OF MERGING LIMITED LIABILITY COMPANIES

The names of the limited liability companies that are merging are O.R.Y.M Group, LLC, a New Mexico limited liability company, organized March 1, 2016, and Pecos Red Harvest, LLC, a Kentucky limited liability company, organized November 13, 2024.

ARTICLE II

NAME OF SURVIVING LIMITED LIABILITY COMPANY

Pecos Red Harvest, LLC, a Kentucky limited liability company, will be the surviving limited liability company to this merger.

ARTICLE III

PLAN OF MERGER

A copy of the Plan of Merger between the Merging Company and the Surviving Company is attached to these Articles of Merger as Exhibit "A".

ARTICLE IV

MEMBER APPROVAL

4.1. Approval by Member of Merging Company. In accordance with Chapter 53, Article 19 NMSA 1978, the Plan of Merger was approved by a written consent to action signed by the Sole Member of the Merging Company on November 13, 2024.

4.2. Approval by Member of Surviving Company. In accordance with the terms of the Operating Agreement of the Surviving Company, the Plan of Merger was approved by a written consent to action signed by the sole member of the Surviving Company on November 13, 2024. See Exhibits "B" and "C" attached to these Articles of Merger.

ARTICLE V

EFFECTIVE DATE

This merger of the Merging Company into the Surviving Company will be effective upon the filing of these Articles of Merger in accordance with the Limited Liability Company Act of the Commonwealth of Kentucky.

O.R.Y.M. Group, LLC, a New
Mexico limited liability company

By: Virginia Carol Hill

Virginia Carol Hill

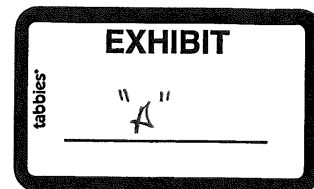
Its: Sole Member

Pecos Red Harvest, LLC, a Kentucky
limited liability company

By: Virginia Carol Hill

Virginia Carol Hill

Its: Sole Member



PLAN OF MERGER

THIS PLAN OF MERGER (“**Plan of Merger**”) is made and entered into as of the ____ day of November 2024, by and between **Pecos Red Harvest, LLC**, a Kentucky limited liability company (“**Pecos Red Harvest**”), and (ii) **O.R.Y.M. Group, LLC**, a New Mexico limited liability (“**O.R.Y.M.**”).

ARTICLE I

A. **Merger of O.R.Y.M. with and into Pecos Red Harvest, LLC.** Subject to the terms and conditions of this Plan of Merger, O.R.Y.M. shall be merged with and into Pecos Red Harvest (“**Merger**”), effective as of December 1, 2024 at midnight, following the filing of appropriate Articles of Merger with the Secretary of State of the Commonwealth of Kentucky and the State of New Mexico (“**Effective Time**”). The separate entity existence of O.R.Y.M. shall thereupon cease; Pecos Red Harvest shall be the surviving entity and the separate entity existence of Pecos Red Harvest, with all its purposes, objects, rights, privileges, powers, franchises, and interests, shall continue unaffected and unimpaired by the Merger. The Merger shall be pursuant to the provisions of, and with the effect provided in, the New Mexico Limited Liability Company Act (Chapter 53, Article 19 NMSA 1978) and the Kentucky Limited Liability Company Act (KRS Chapter 275). Limited liability is retained by Pecos Red Harvest.

B. **Effect of Merger.** At and after the Effective Time:

1. Pecos Red Harvest shall possess all of the respective rights, privileges, immunities, powers, franchises, and interests of O.R.Y.M. in and to every type of property (real, personal, and mixed), and choses in action, all of which shall be transferred to and vested in Pecos Red Harvest by virtue of the Merger without any deed or other transfer and without reversion or impairment. Any action or proceeding, whether civil, criminal, or administrative, pending by or against O.R.Y.M. may be continued as if the Merger did not occur, or Pecos Red Harvest may be substituted in the proceeding for O.R.Y.M. in such action or proceeding.

2. Pecos Red Harvest shall be liable for all liabilities of O.R.Y.M., and all debts, liabilities, obligations, and contracts of O.R.Y.M., whether matured or unmatured, whether accrued, absolute, contingent, or otherwise, and whether reflected or reserved against on the balance sheet, books of account, or records of O.R.Y.M., shall be those of Pecos Red Harvest and shall not be released or impaired by the Merger. Further, all rights of creditors and other obligees and all liens on properties of O.R.Y.M. shall be preserved unimpaired.

C. **Additional Actions.** If, at any time after the Effective Time, Pecos Red Harvest shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (1) vest, perfect, or confirm of record or otherwise, in Pecos Red Harvest, its rights, title, or interest in, to, or under any of the rights,

properties, or assets of O.R.Y.M. acquired or to be acquired by Pecos Red Harvest as a result of, or in connection with, the Merger, or (2) otherwise carry out the purposes of this Plan of Merger, O.R.Y.M. and the proper officers and directors of O.R.Y.M. shall be deemed to have granted to Pecos Red Harvest an irrevocable power of attorney to (a) execute and deliver all such proper deeds, assignments, and assurances in law, (b) do all acts necessary or proper to vest, perfect, or confirm title to and possession of such rights, properties, or assets in Pecos Red Harvest, and (c) otherwise carry out the purposes of this Plan of Merger. The Sole Member of Pecos Red Harvest are fully authorized in the name of O.R.Y.M. or otherwise to take any and all such actions.

ARTICLE II

A. **Conversion of Membership Interests.** At the Effective Time:

Each membership interest of O.R.Y.M. (“**O.R.Y.M. Membership Interest**”), which is issued and outstanding immediately prior to the Effective Time shall, *ipso facto* and without any action on the part of the holder thereof, become and be converted into One Membership Interest of Pecos Red Harvest, LLC (“**Unit**”).

The capital interests of the Sole Member of Pecos Red Harvest shall remain unaffected by the Merger.

B. **Exchange of for Pecos Red Harvest, LLC Interests.** As soon as practicable after the Effective Time, the Sole Member of O.R.Y.M. shall surrender to Pecos Red Harvest any certificates which prior to the Effective Time shall have represented any membership units of O.R.Y.M. Until surrendered as contemplated by the preceding sentence, each certificate which immediately prior to the Effective Time shall have represented any membership units of O.R.Y.M. shall be deemed at and after the Effective Time to represent only the right to receive the Units into which it shall have been converted.

ARTICLE III

A. **Articles of Organization.** From and after the Effective Time, the Articles of Organization of Pecos Red Harvest, whose principal place of business is 117 West Main St., Stanford, KY 40484, shall be the Articles of Organization of the surviving entity.

B. **Operating Agreement.** From and after the Effective Time, the Operating Agreement of Pecos Red Harvest as the surviving entity, shall be the Operating Agreement of the surviving entity.

ARTICLE IV

A. **Member Approval.** It shall be a condition to the consummation of the Merger that the Merger and this Plan of Merger be submitted to the Sole Member of O.R.Y.M. and the

Sole Member of Pecos Red Harvest and be approved by Sole Member of O.R.Y.M. and the Sole Member of Pecos Red Harvest.

ARTICLE V

A. **Governing Law.** This Plan of Merger shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules.

B. **Abandonment.** The Merger may be abandoned at any time prior to the Effective Time by action of the Sole Member of O.R.Y.M. or the Sole Member of Pecos Red Harvest, notwithstanding approval thereof by the Sole Member of O.R.Y.M. and the Sole Member of Pecos Red Harvest, LLC.

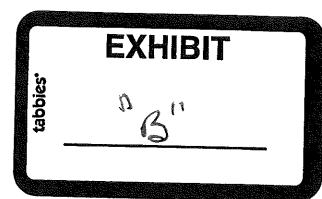
IN WITNESS WHEREOF, the parties hereto have caused this Plan of Merger to be executed on their behalf as of the day and year first above written.

O.R.Y.M. Group, LLC

By: Virginia Carol Hill
Virginia Carol Hill
Its: Sole Member

Pecos Red Harvest, LLC

By: Virginia Carol Hill
Virginia Carol Hill
Its: Sole Member



RESOLUTION

PECOS RED HARVEST, LLC

RESOLVED, the plan and agreement of merger between this entity and O.R.Y.M Group, LLC, a New Mexico limited liability company, presented to this meeting, is approved in all respects and in the form submitted. A copy of the plan and agreement approved is attached to this resolution.

Further RESOLVED, the Sole Member of this entity is authorized to take such actions and to execute, deliver, and file such documents, as are necessary in carrying out the plan and agreement of merger.

DATED: 11-13-24

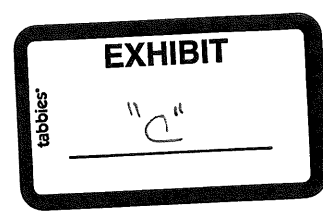
PECOS RED HARVEST, LLC, a

Kentucky limited liability company

BY: Virginia Carol Hill

Virginia Carol Hill

Its: Sole Member



RESOLUTION

O.R.Y.M Group, LLC

RESOLVED, the plan and agreement of merger between this entity and Pecos Red Harvest, LLC, a Kentucky limited liability company, presented to this meeting, is approved in all respects and in the form submitted. A copy of the plan and agreement approved is attached to this resolution.

Further RESOLVED, the Sole Member of this entity is authorized to take such actions and to execute, deliver, and file such documents, as are necessary in carrying out the plan and agreement of merger.

DATED: 11-13-24

O.R.Y.M. Group, LLC, a New
Mexico limited liability company

BY: Virginia Carol Hill

Virginia Carol Hill

Its: Sole Member