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Michael G. Adams
Kentucky Secretary of State
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Fee Receipt: \$50.00

Articles of Merger of
EUSA KY LLC
a Kentucky Limited Liability Company
with and into
Ecofibre USA, Inc. A
Delaware Corporation

Pursuant to Section 275.360 of the Kentucky Revised States ("KRS"), Ecofibre USA, Inc. a Delaware corporation ("EUSA") hereby delivers to the Secretary of State of the Commonwealth of Kentucky these Articles of Merger for the purpose of merging EUSA KY LLC, a Kentucky limited liability company ("EUSA KY"), with and into EUSA.

1. The name and jurisdiction of formation of each constituent business entity that is to merge are (a) EUSA KY LLC, which was organized as a limited liability company under the laws of the Commonwealth of Kentucky and (b) Ecofibre USA, Inc. which was organized as a corporation under the laws of the State of Delaware
2. An Agreement and Plan of Merger (the "Plan of Merger") is attached as Exhibit A and made a part hereof. Pursuant to the Plan of Merger, EUSA KY will merge into EUSA in accordance with the laws of the Commonwealth of Kentucky and with the laws of the State of Delaware.
3. The name of the surviving business entity is "Ecofibre USA, Inc."
4. The Plan of Merger was approved by each constituent business entity in accordance with KRS 275.350 as follows:
 - a. The Plan of Merger was approved by the written consent of a majority of the sole member of EUSA KY which is a member managed company and which holds all of the outstanding units of EUSA KY, and which was sufficient to approve the Plan of Merger of EUSA KY.
 - b. The Plan of Merger was approved by the written consent of the board of directors of EUSA. Such written consent was sufficient to approve the Plan of Merger of EUSA KY.
5. EUSA agrees that it may be served with process in the Commonwealth of Kentucky in any proceeding for enforcement of any obligation of EUSA KY, as well as for enforcement of any obligation of the surviving business entity arising from the merger. EUSA appoints the Secretary of State of the Commonwealth of Kentucky as its agent for service of process in any such proceeding. A copy of any such process should be mailed to the surviving business entity at

Ecofibre USA, Inc.
190 Corporate Blvd.
Georgetown, KY 40324.

6. The effective date of these Articles of Merger is March 12, 2025.

In Witness Whereof, each constituent business entity has caused these Articles of Merger to be executed by an authorized individual.

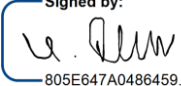
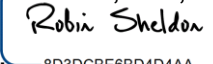
	Ecofibre USA, Inc.		EUSA KY LLC	
	a	Delaware corporation		a
Kentucky	<div><div>Signed by:</div><div></div><div>805E647A0486459...</div></div>	limited liability company		
By:			By: Ecofibre USA, Inc., sole member	<div><div>Signed by:</div><div></div><div>8D3DCBE6BD4D4AA...</div></div>
	Name: Ulrich Tombuelt		Signature:	
	Title: President		Name: Robin Sheldon	
			Title: Director of EUSA	

Exhibit A
Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this “Agreement”) dated this 12th day of March 2025, by and between Ecofibre USA Inc., a Delaware corporation (“Company One”), and EUSA KY LLC (“Company Two”) is made with respect to the following facts.

RECITALS

WHEREAS, Company One is a Delaware corporation incorporated on 18 January 2017;

WHEREAS, Company Two is a Kentucky limited liability company formed on 19 November 2024;

WHEREAS, the sole member of Company Two has approved the plan of merger embodied in this Agreement; and

WHEREAS, the Directors of Company One has approved the plan of merger embodied in this Agreement.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties hereto do hereby agree to merge on the terms and conditions herein provided, as follows:

ARTICLE I MERGER

1.1 The Merger. Upon the terms and subject to the conditions hereof, on the Effective Date (as hereinafter defined), Company Two shall be merged with and into Company One in accordance with the applicable laws of the State of Delaware (the “Merger”). The separate existence of Company Two shall cease, and Company One shall be the surviving entity under the name “Ecofibre USA Inc.” (the “Surviving Company”) and shall be governed by the laws of the State of Delaware.

1.2 The Effective Date. The Merger shall become effective on the date and at the time (the “Effective Date”) that:

(a) the Certificate of Merger, in substantially the form previously circulated to the Directors of Company Two and the Directors of Company One, that the parties hereto intend to file with the Secretary of State of the State of Delaware, are accepted and declared effective by the Department of Treasury of the State of Nevada; and

(b) after satisfaction of the requirements of the laws of the State of Delaware.

1.3 Certificate of Incorporation. On the Effective Date, the Articles of Incorporation of Company One, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Articles of Incorporation of the Surviving Company.

1.4 Bylaws. On the Effective Date, the Bylaws of Company One, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Bylaws of the Surviving Company.

1.5 Managers and Officers. The directors and officers of Company One immediately prior to the Effective Date shall be the directors and officers of the Surviving Company, until their successors shall have been duly elected and qualified or as otherwise provided by law, the Certificate of Incorporation of the Surviving Company or the Bylaws of the Surviving Company.

ARTICLE II

CANCELLATION OF SHARES

2.1 Units. Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each unit of Company Two issued and outstanding immediately prior to the Effective Date shall be cancelled.

ARTICLE III EFFECT OF THE MERGER

3.1 Rights, Privileges, Etc. On the Effective Date of the Merger, the Surviving Company, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of Company Two; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each of Company Two on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Company without further act or deed; title to any real estate, or any interest therein vested in Company Three and Company Two, shall not revert or in any way be impaired by reason of this merger; and all of the rights of creditors of Company Two shall be preserved unimpaired, and all liens upon the property of Company Two shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective entities shall thenceforth remain with or be attached to, as the case may be, the Surviving Company and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

3.2 Further Assurances. From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of Company such deeds and other instruments, and there shall be taken or caused to be taken by it such further other action, as shall be appropriate or necessary in order to vest or perfect in or to confirm of record or otherwise in the Surviving Company the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Company Two and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Company are fully authorized in the name and on behalf of Company Two to take any and all such action and to execute and deliver any and all such deeds and other instruments.

ARTICLE IV GENERAL

4.1 Abandonment. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, by mutual written agreement of Company Two.

4.2 Amendment. At any time prior to the Effective Date, this Agreement may be amended or modified in writing by the board of directors of Company One.

4.3 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Delaware.

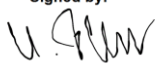
4.4 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

4.5 Electronic Means. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Agreement and Plan of Merger, effective as of this 7th day of March, 2025.

Company One and Surviving Company

Ecofibre USA, Inc.

Signed by:

805E647A0486459...

By:

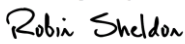
Name: Ulrich Tombuelt

Title: Director

Company Two

EUSA KY, LLC

By: Ecofibre USA Inc., sole member

Signed by:

8D3DCBE6BD4D4AA...

Name: Robin Sheldon

Title: Director

