

**ARTICLES OF MERGER
OF SUNFLOWER FUELS, LLC
WITH AND INTO
SUNFLOWER FUELS MERGERCO, INC.**

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Michael G. Adams
Kentucky Secretary of State
Received and Filed:
1/30/2025 1:19 PM
Fee Receipt: \$50.00

Pursuant to KRS 275.360 and 271B.11-050, Sunflower Fuels MergerCo, Inc., a Kentucky corporation (“**Sunflower Inc.**”), hereby delivers to the Secretary of State of the Commonwealth of Kentucky these Articles of Merger for the purpose of merging Sunflower Fuels, LLC, a Kentucky limited liability company (“**Sunflower LLC**”), with and into Sunflower Inc.

1. The name and jurisdiction of formation of each constituent business entity that is to merge are (a) Sunflower Fuels, LLC, which was organized as a limited liability company under the laws of the Commonwealth of Kentucky; and (b) Sunflower Fuels MergerCo, Inc., which was organized as a corporation under the laws of the Commonwealth of Kentucky.

2. The name of the surviving business entity is “Sunflower Fuels MergerCo, Inc.”

3. 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, Sunflower LLC will merge with and into Sunflower Inc. in accordance with the laws of the Commonwealth of Kentucky (the “**Merger**”).

4. Immediately following the Merger, Articles of Amendment in the form attached hereto as Exhibit B shall be filed with the Secretary of State of the Commonwealth of Kentucky such that the name of the surviving business entity is changed to “Sunflower Fuels, Inc.”

5. The Plan of Merger was approved by each constituent business entity in accordance with KRS 275.350 and KRS 271B.11-030 as follows:

(a) The Plan of Merger was approved by the written consent of the Board of Managers and of the members holding all of the outstanding units of Sunflower LLC, which was sufficient to approve the Plan of Merger on behalf of Sunflower LLC.

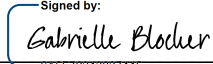
(b) The Plan of Merger was approved by the written consent of the Board of Directors of Sunflower Inc., which was sufficient to approve the Plan of Merger on behalf of Sunflower Inc. Shareholder approval was not required pursuant to KRS 271B.11-030.

6. The Merger shall take effect upon the filing of these Articles of Merger.

[Signature Page Follows]

IN WITNESS WHEREOF, each constituent business entity has caused these Articles of Merger to be executed by an authorized individual.

SUNFLOWER FUELS MERGERCO, INC.,
a Kentucky corporation

By:  Signed by:
Name: Gabrielle Blocher
Title: Chief Executive Officer

SUNFLOWER FUELS, LLC, a Kentucky limited liability company

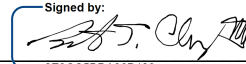
By:  Signed by:
Name: Brutus J. Clay, III
Title: Manager

EXHIBIT A

Agreement and Plan of Merger

[See attached]

**AGREEMENT AND PLAN OF MERGER
OF SUNFLOWER FUELS, LLC
WITH AND INTO
SUNFLOWER FUELS MERGERCO, INC.**

This Agreement and Plan of Merger (this “**Agreement**”) is made as of January 29, 2025, by and between Sunflower Fuels, LLC, a Kentucky limited liability company (“**Sunflower LLC**”) and Sunflower Fuels MergerCo, Inc., a Kentucky corporation (“**Sunflower Inc.**”). Sunflower LLC and Sunflower Inc. are referred to herein as the “**Parties**”.

RECITAL

WHEREAS, the Board of Directors of Sunflower Inc. and the Board of Managers and the members of Sunflower LLC have determined that it is advisable and in the best interest of the Parties and their respective stockholders or members that Sunflower LLC merge with and into Sunflower Inc. under the provisions of the Kentucky Limited Liability Company Act (the “**LLC Act**”) and the Kentucky Business Corporation Act (the “**Corporation Act**”).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the promises and mutual agreements herein and of the mutual benefits hereby provided, it is agreed by and between the Parties as follows:

Section 1 - Merger

1.1. **Constituent Entities.** The constituent business entities that are to merge are (a) Sunflower Fuels, LLC, a Kentucky limited liability company, and (b) Sunflower Fuels MergerCo, Inc., a Kentucky corporation.

1.2. **Merger; Retention of Limited Liability.** In accordance with the provisions of this Agreement, the LLC Act, and the Corporation Act, Sunflower LLC will merge with and into Sunflower Inc. (the “**Merger**”), the separate existence of Sunflower LLC will cease, and Sunflower Inc. will be, and is sometimes referred to below as, the “**Surviving Entity**”. The name of the Surviving Entity is “Sunflower Fuels MergerCo, Inc.” The Surviving Entity will retain limited liability.

1.3. **Filing and Effectiveness.** The effectiveness of the Merger is conditioned upon the completion of the following actions:

(a) Adoption and approval of this Agreement and Plan of Merger by the Board of Directors of Sunflower Inc. and the Board of Managers and members of Sunflower LLC in accordance with the requirements of the Corporation Act and the LLC Act; and

(b) Filing effective and executed Articles of Merger with respect to the Merger with the Secretary of State of the Commonwealth of Kentucky.

Subject to the completion of the foregoing, the Merger shall become effective on the date and time listed in the Articles of Merger (the “**Effective Time**”).

1.4. **Effect of the Merger.** At the Effective Time, the separate existence of Sunflower LLC will cease and Sunflower Inc., as the Surviving Entity, will (a) continue to possess all of its assets, rights, powers, and property as constituted immediately prior to the Effective Time and retain its limited liability, (b) succeed, without other transfer, to all of the assets, rights, powers, and property of Sunflower LLC in the manner more fully set forth in the LLC Act and the Corporation Act, (c) continue to be subject to all of the debts, liabilities, and obligations of Sunflower Inc. as constituted immediately prior to the Effective Time, and (d) succeed, without other transfer, to all of the debts, liabilities and, obligations of Sunflower LLC in the same manner as if Sunflower Inc. had itself incurred them, all as more fully provided under the applicable provisions of the LLC Act and the Corporation Act.

Section 2 - Charter Documents; Directors; Officers

2.1. **Articles of Incorporation and Bylaws.** In connection with the Merger, the Articles of Incorporation of the Surviving Entity shall be amended by filing Articles of Amendment with the Secretary of State of the Commonwealth of Kentucky such that the name of the Surviving Entity is changed to “Sunflower Fuels, Inc.” The Bylaws of Sunflower Inc. as in effect immediately prior to the Effective Time will continue in full force and effect immediately after the Effective Time as the Bylaws of the Surviving Entity until duly amended in accordance with the provisions thereof and applicable law.

2.2. **Directors and Officers.** The directors and officers of Sunflower Inc. immediately prior to the Effective Time will be the directors and officers of the Surviving Entity until their successors are duly elected and qualified or as otherwise provided by law or by the Articles of Incorporation and Bylaws of the Surviving Entity.

Section 3 - Manner of Conversion of Units

3.1 **Units.** Upon the Effective Time, by virtue of the Merger and without any action by the Parties, each Unit of Sunflower LLC held by each member of Sunflower LLC immediately prior to the Effective Time shall be converted automatically into one (1) share of the common stock, \$0.0001 par value, of Sunflower Inc.

Section 4 - General

4.1. **Further Assurances.** Each Party hereto shall execute and cause to be delivered to each other Party hereto such instruments and other documents, and shall take such other actions, as such other Party may reasonably request (prior to, at or after the Closing) for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

4.2. **Registered Office.** The registered office of the Surviving Entity in the Commonwealth of Kentucky is located at 250 W. Main Street, Suite 2800, Lexington, Kentucky 40507. FBT LLC Lexington is the registered agent of the Surviving Entity at such address.

4.3. **Agreement.** Executed copies of this Agreement will be on file at the principal place of business of the Surviving Entity, and copies thereof will be furnished to any stockholder or member of either Party, upon request and without cost.

4.4. **Governing Law.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Kentucky without regard to its conflict of law principles.

4.5 **Counterparts; Electronic Delivery.** This Agreement may be executed in any number of counterparts, each of which is deemed an original and all of which together constitute one instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

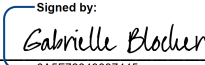
Section 5 - Amendment; Termination

Prior to the filing of executed Articles of Merger with the Secretary of State of the Commonwealth of Kentucky, this Agreement may be terminated at any time by the written consent of the Board of Directors of Sunflower Inc. and the Board of Managers of Sunflower LLC, whether before or after approval by the members of Sunflower LLC.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger as of the date first set forth above.

SUNFLOWER FUELS MERGERCO, INC.,
a Kentucky corporation

By:  Signed by:
Name: Gabrielle Blocher
Title: Chief Executive Officer

SUNFLOWER FUELS, LLC, a Kentucky limited liability company

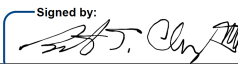
By:  Signed by:
Name: Brutus J. Clay, III
Title: Manager

EXHIBIT B

Articles of Amendment

[See attached]



COMMONWEALTH OF KENTUCKY
MICHAEL G. ADAMS, SECRETARY OF STATE

Division of Business Filings
P.O. Box 718
Frankfort, KY 40602
(502) 564-3490
www.sos.ky.gov

Articles of Amendment
(Domestic Profit or Professional Services Corporation)

AMD

Pursuant to the provisions of KRS 14A and KRS 271B, the undersigned applies to amend articles of incorporation, and for that purpose, submits the following statements:

1. Name of the corporation on record with the Office of the Secretary of State is:

Sunflower Fuels MergerCo, Inc.

(The name must be identical to the name on record with the Secretary of State.)

2. The text of each amendment adopted: Article I is hereby amended to read that the name of the corporation is Sunflower Fuels, Inc.

3. If the amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment, if not contained in the amendment itself, are as follows:

4. The date of adoption of each amendment was as follows: January 29, 2025

5. Check the option that applies (check only one option):

- ☐ The amendment(s) was (were) duly adopted by the incorporators prior to issuance of shares.
- ☒ The amendment(s) was (were) duly adopted by the board of directors prior to issuance of shares.
- ☐ The amendment(s) was (were) duly adopted by the incorporators or board of director without shareholder action as shareholder action was not required.
- ☐ If the amendment(s) was (were) duly adopted by the shareholders, the:
- a) _____ Number of outstanding shares.
- b) _____ Number of votes entitled to be cast by each voting group entitled to vote separately on the amendment
- c) _____ Number of votes of each voting group indisputably represented at the meeting.
- d) _____ The total number of votes in favor of the amendment.
- e) _____ The number of votes against the amendment.
- f) _____ The number of votes cast for the amendment by each voting group was sufficient.

I declare under penalty of perjury under the laws of Kentucky that the forgoing is true and correct.

Signed by:

Gabrielle Blocher

Signature of Officer or Chairman of the Board

Gabrielle Blocher

Printed Name

CEO

Title

1/29/2025

Date

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(a) Adoption and approval of this Agreement and Plan of Merger by the Board of Directors of Sunflower Inc. and the Board of Managers and members of Sunflower LLC in accordance with the requirements of the Corporation Act and the LLC Act; and

(b) Filing effective and executed Articles of Merger with respect to the Merger with the Secretary of State of the Commonwealth of Kentucky.

Subject to the completion of the foregoing, the Merger shall become effective on the date and time listed in the Articles of Merger (the “**Effective Time**”).

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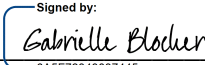
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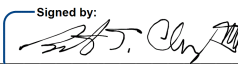
[Signature Page Follows]

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SUNFLOWER FUELS MERGERCO, INC.,
a Kentucky corporation

By:  Signed by:
Name: Gabrielle Blocher
Title: Chief Executive Officer

SUNFLOWER FUELS, LLC, a Kentucky limited liability company

By:  Signed by:
Name: Brutus J. Clay, III
Title: Manager