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Michael G. Adams
Kentucky Secretary of State
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**ARTICLES OF MERGER
OF
MCS INVESTMENTS, LLC,
A KENTUCKY LIMITED LIABILITY COMPANY,
WITH AND INTO
ENVIRO-FRESH, INC.,
A DELAWARE CORPORATION**

Pursuant to Section 275.360 of the Kentucky Revised Statutes (“**KRS**”), Enviro-Fresh, Inc., a Delaware corporation (“**Enviro-Fresh**”), hereby delivers to the Secretary of State of the Commonwealth of Kentucky these Articles of Merger for the purpose of merging MCS Investments, LLC, a Kentucky limited liability company (“**MCS Investments**”), with and into Enviro-Fresh.

1. The name and jurisdiction of formation of each constituent business entity that is to merge are (a) MCS Investments, LLC, which was organized as a limited liability company under the laws of the Commonwealth of Kentucky; and (b) Enviro-Fresh, 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, MCS Investments will merge with and into Enviro-Fresh 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 “Enviro-Fresh, Inc.”

4. The Plan of Merger was approved by each constituent business entity in accordance with KRS 275.350 and as follows:

(a) The Plan of Merger was approved by the written consent of all of the members of MCS Investments.

(b) The Plan of Merger was approved by the board of directors of Enviro-Fresh by written consent, and by the holders of all of the 8,500,000 outstanding shares of Enviro-Fresh’s Common Stock, \$0.0001 par value, by written consent, which constituted all of the shares of capital stock of Enviro-Fresh entitled to vote on the Plan of Merger. Such written consent was sufficient to approve the Plan of Merger on behalf of Enviro-Fresh.

5. Enviro-Fresh agrees that it may be served with process in the Commonwealth of Kentucky in any proceeding for enforcement of any obligation of MCS Investments, as well as for enforcement of any obligation of the surviving business entity arising from the merger. Enviro-Fresh 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:

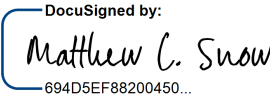
Enviro-Fresh, Inc.
400 Ashcreek Road
Paducah, KY 42001
Attn: Matthew C. Snow, President

6. The effective date and time of these Articles of Merger is February 29, 2024.

(Signature page to follow.)

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

MCS INVESTMENTS, LLC,
a Kentucky limited liability company

By: 
Matthew C. Snow, Managing Member

ENVIRO-FRESH, INC.,
a Delaware corporation


By: 
Matthew C. Snow, President

EXHIBIT A

Agreement and Plan of Merger

(See attached.)

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AGREEMENT AND PLAN OF MERGER
OF
MCS INVESTMENTS, LLC,
A KENTUCKY LIMITED LIABILITY COMPANY,
WITH AND INTO
ENVIRO-FRESH, INC.,
A DELAWARE CORPORATION

This AGREEMENT AND PLAN OF MERGER (“**Agreement**”) is made as of February 29, 2024, by and among MCS Investments, LLC, a Kentucky limited liability company (“**MCS Investments**”), and Enviro-Fresh, Inc., a Delaware corporation (“**Enviro-Fresh**”). MCS Investments and Enviro-Fresh are referred to herein as the “**Parties**.”

Recital

WHEREAS, the Members of MCS Investments and the Board of Directors of Enviro-Fresh, respectively, have determined that it is advisable and generally to the advantage and welfare of the Parties and their respective members or stockholders that MCS Investments merge with and into Enviro-Fresh under the provisions of the Kentucky Limited Liability Company Act (the “**KLLCA**”) and the Delaware General Corporation Law (the “**DGCL**”).

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) MCS Investments, LLC, a Kentucky limited liability company, and (b) Enviro-Fresh, Inc., a Delaware corporation.

1.2. **Merger; Retention of Limited Liability**. In accordance with the provisions of this Agreement, the KLLCA, and the DGCL, MCS Investments will merge with and into Enviro-Fresh (the “**Merger**”), the separate existence of MCS Investments will cease, and Enviro-Fresh will be, and is sometimes referred to below as, the “**Surviving Entity**,” and the name of the Surviving Entity is “Enviro-Fresh, 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 the Merger by the Board of Directors and the stockholders of Enviro-Fresh and by the Members of MCS Investments in accordance with the requirements of the KLLCA and the DGCL, and the Limited Liability Agreement of MCS Investments dated October 17, 2020 (“**MCS Investments Operating Agreement**”);

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

(c) Filing an effective and executed Certificate of Merger with the Secretary of State of the State of Delaware.

Subject to the foregoing, the Parties intend that the Merger shall become effective at 12:01 a.m. on February 29, 2024 (the actual time of effectiveness of the Merger under both the KLLCA and the DGCL is referred to here as the “**Effective Time**”).

1.4. **Effect of the Merger.** At the Effective Time, the separate existence of MCS Investments will cease and Enviro-Fresh, 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 MCS Investments in the manner more fully set forth in the KLLCA and the DGCL, (c) continue to be subject to all of the debts, liabilities, and obligations of Enviro-Fresh as constituted immediately prior to the Effective Time, and (d) succeed, without other transfer, to all of the debts, liabilities and, obligations of MCS Investments in the same manner as if Enviro-Fresh had itself incurred them, all as more fully provided under the applicable provisions of the KLLCA and the DGCL.

SECTION 2-CHARTER DOCUMENTS; DIRECTORS; OFFICERS

2.1. **Certificate of Incorporation and Bylaws.** In connection with the Merger, the Certificate of Incorporation and Bylaws of Enviro-Fresh as in effect immediately prior to the Effective Time will continue in full force and effect immediately after the Effective Time as the Certificate of Incorporation and Bylaws of the Surviving Entity until duly amended in accordance with the provisions thereof and applicable law. No changes to Enviro-Fresh’s Certificate of Incorporation or Bylaws are desired to be effected by the Merger.

2.2. **Directors and Officers.** The directors and officers of Enviro-Fresh 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 Certificate of Incorporation or Bylaws of the Surviving Entity.

SECTION 3-MANNER OF CONVERSION OF UNITS

3.1. **MCS Investments Membership Interests.** Each membership interest in MCS Investments issued and outstanding immediately prior to the Effective Time will be automatically cancelled and retired and will cease to exist, and no consideration will be delivered in exchange therefor.

3.2. **MCS Investments Post-Money Valuation Cap SAFE for Standard Preferred Stock or SAFE Preferred Stock.** Each SAFE to purchase Standard Preferred Stock or SAFE Preferred Stock (each, a “SAFE”) that is outstanding immediately prior to the Effective Time will be converted into a SAFE to purchase, upon the same terms and conditions, 1 share of

Preferred Stock in Enviro-Fresh for each Standard Preferred Stock or SAFE Preferred Stock in MCS Investments.

3.3 **Enviro-Fresh Common Shares.** Each share of common stock in Enviro-Fresh issued and outstanding immediately prior to the Effective Time shall remain issued, outstanding and unchanged.

SECTION 4-GENERAL

4.1. **Further Assurances.** From time to time, as and when required by Enviro-Fresh or by its successors or assigns, MCS Investments will execute and deliver such deeds and other instruments, and MCS Investments will take or caused to be taken such further actions, as are appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Enviro-Fresh the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises, and authority of MCS Investments and otherwise to carry out the purposes of this Agreement. The officers and directors of Enviro-Fresh are fully authorized in the name and on behalf of MCS Investments or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.2. **Registered Office.** The registered office of the Surviving Entity in the State of Delaware is located at 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801. National Registered Agents, Inc. 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 State of Delaware 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 an executed Certificate of Merger with the Secretary of State of the State of Delaware and 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 both the Board of Directors of Enviro-Fresh and the Members of MCS Investments

whether before or after approval by the stockholders of Enviro-Fresh or the Members of MCS Investments.


[Signature Page Follows]

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

MCS INVESTMENTS, LLC,
a Kentucky limited liability company

DocuSigned by:

By: 694D5EF88200450...
Matthew C. Snow, Managing Member

ENVIRO-FRESH, INC.,
a Delaware corporation

DocuSigned by:

By: 694D5EF88200450...
Matthew C. Snow, President

Signature Page to Agreement and Plan of Merger