P21000028992

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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Merger

FILED
2022 MAY 23 AM 8:05

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2022 MAY 23 PM 12:05

A. RAMSEY
MAY 31 2022

X02250, 00524, 00671

Incorporating Services, Ltd.
1540 Glenway Drive
Tallahassee, FL 32301
850.656.7956
Fax: 850.656.7953
www.incserv.com
e-mail: accounting@incserv.com

incserv

ORDER FORM

TO Florida Department of State
The Centre of Tallahassee
2415 North Monroe Street, Suite 810
Tallahassee, FL 32303
corphelp@dos.myflorida.com
850-245-6051

FROM Melissa Moreau
mmoreau@incserv.com
850.656.7953

REQUEST DATE 5/20/2022 **PRIORITY** Regular Approval **OUR REF # (Order ID#)** 1040648

ORDER ENTITY
PUROAST COFFEE COMPANY, INC.

PLEASE PERFORM THE FOLLOWING SERVICES:
PUROAST COFFEE COMPANY, INC. (FL)

File the attached merger document

NOTES:
$70.00 Authorized
Email address for annual report reminders: tlomax@sundocfilings.com

RETURN/FORWARDING INSTRUCTIONS:
ACCOUNT NUMBER: I20050000052

Please bill the above referenced account for this order.

If you have any questions please contact me at 656-7956,

Sincerely,

Please bill us for your services and be sure to include our reference number on the invoice and courier package if applicable. For UCC orders, please include the thru date on the results.

FLORIDA DEPARTMENT OF STATE
Division of Corporations

May 25, 2022

Please honor the original submission date as the file date. Thanks! :)

INCORPORATING SERVICES, LTD

TALLAHASSEE, FL 32301

SUBJECT: PUROAST COFFEE COMPANY, INC.
Ref. Number: P21000028992

We have received your document for PUROAST COFFEE COMPANY, INC. and the authorization to debit your account in the amount of $70.00. However, the document has not been filed and is being returned for the following:

Please include articles of merger as well as the plan of merger. I have enclosed an articles of merger form for you to fill out and return to us along with the plan of merger.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6823.

Annette Ramsey
OPS

Letter Number: 222A00011856

Please honor the original submission date as the file date. Thanks! :)

RECEIVED
2022 MAY 27 PM 2:55
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
2022 MAY 23 AM 8:05

ARTICLES OF MERGER
by and between
PUROAST COFFEE COMPANY, INC., a Florida Corporation
and
PUROAST COFFEE COMPANY, INC., a California Corporation

These Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

1. The name, address, and jurisdiction of the surviving entity is as follows:

Name & Address	Jurisdiction	Entity Type	Document No.
Puroast Coffee Company, Inc. 632 S. Miami Avenue Miami, FL 33130	Florida	Corporation	

2. The name, address, and jurisdiction of the merging entity is as follows:

Name & Address	Jurisdiction	Entity Type	Document No.
Puroast Coffee Company, Inc. 1342 Rollins Road Burlingame, CA 94010	California	Corporation	

3. The merger was approved by each domestic merging corporation in accordance with Section 607.1101(1)(b), Florida Statutes, and the merging entities organic laws including the California General Corporation Law.

4. The surviving entity, Puroast Coffee Company, Inc, existed before the merger and is a domestic filing entity.

5. The Plan of Merger was approved by the shareholders and each separate voting group as required.

6. The participation of the foreign corporation was duly authorized in accordance with that corporation's organic laws, including the California General Corporation Law

7. The date of filing these Articles shall be the date of the merger.

IN WITNESS WHEREOF, these Articles of Merger have been signed by the Chief Executive Officer of each merging entity:

Puroast Coffee Company, Inc., **a Florida corporation**	**Puroast Coffee Company, Inc.,** **a California corporation**
By: _____ **Kerry Sachs, Chief Executive Officer**	By: _____ **Kerry Sachs, Chief Executive Officer**

Agreement and Plan of Merger
By and Between
Puroast Coffee Company, Inc. (a Florida Corporation)
And
Puroast Coffee Company, Inc. (a California Corporation)

This Agreement and Plan of Merger is made on this **18th** day of **April, 2022**, by and between **Puroast Coffee Company, Inc.**, a California corporation, (hereinafter called the "California Company"), and **Puroast Coffee Company, Inc.**, a Florida corporation which has recently been formed for the purpose of this merger, the principal purpose of which is to change the state of incorporation of the California Company, (hereinafter called the "Florida Company").

WHEREAS, the California Company has an authorized capital stock consisting of Three Million (3,000,000) shares of Common Stock, being a single class, without series, no par value, of which One Million Two hundred Ten Thousand Nine Hundred Sixteen (1,210,916) shares have been duly issued, fully paid and are now outstanding on the books of the corporation as of the date of this agreement (pre-merger) and Two Million (2,000,000) shares of Preferred Stock, of which Six Hundred Seventy-Six Thousand Eighty-Six (676,086) are designated as "Series A Preferred Stock", no par value, of which Six Hundred Six Hundred Thirty thousand Eight Hundred Fifty-Nine (630,859) shares have been duly issued, fully paid and are now outstanding on the books of the corporation, and Two Hundred Twenty-Five Thousand Nine Hundred Fourteen (225,914) are designated as "Series B Preferred Stock", no par value, of which Two Hundred Twenty-Four Thousand Seven Hundred Forty-Five (224,745) shares have been duly issued, fully paid and are now outstanding on the books of the corporation, all as of the date of this agreement (pre-merger); and

WHEREAS, the Florida Company has an authorized capital stock consisting of Five Million (5,000,000) shares of common stock; and

WHEREAS, upon the filing of the Certificate of Merger, the Florida Company will amend and restate its Articles of Incorporation in the form attached hereto as Attachment 1, such that it has an authorized capital stock consisting of Three Million (3,000,000) shares of Common Stock, being a single class, without series, no par value, of which One Million Two Hundred Ten Thousand Nine Hundred Sixteen (1,210,916) shares have been duly issued, fully paid and are now outstanding on the books of the corporation as of the date of this agreement (post-merger) and Two Million (2,000,000) shares of Preferred Stock, of which Six Hundred Seventy-Six Thousand Eighty-Six (676,086) are designated as "Series A Preferred Stock", no par value, of which Six Hundred Thirty Thousand Eight Hundred Fifty-Nine (630,859) shares have been duly issued, fully paid and are now outstanding on the books of the corporation, and Two Hundred Twenty-Five Thousand Nine Hundred Fourteen (225,914) are designated as "Series B Preferred Stock", no par value, of which Two Hundred Twenty-Four Thousand Seven Hundred Forty-Five (224,745) shares have been duly issued, fully paid and are now outstanding on the books of the corporation, all as of the date of this agreement (post-merger); and

WHEREAS, the Board of Directors of the California Company and the Florida Company,

respectively, deem it advisable and generally to the advantage and welfare of the parties to this agreement and their respective shareholders, that the California Company merge with and into the Florida Company pursuant to the provisions of Sections 1100 et seq. of the California Corporations Code and Section 607.1104 of the Florida Statutes; and

WHEREAS, pursuant to a vote of the shareholders of the California Company by written consent on or about the 18th day of April, 2022, holders representing (i) 1,192,509 shares constituting a majority of shares of Common Stock, Series A Preferred Stock, and Series B Preferred Stock, voting together, (ii) 740,837 shares constituting a majority of shares of Common Stock, voting together as a separate class, and (iii) 451,672 shares of Series A Preferred Stock and Series B Preferred Stock, voting together as a separate class, and voted FOR the change of domicile of the California Company; and

WHEREAS, the California Company, by approval of a majority of its shareholders and by approval of its Board of Directors, and the Florida Company by approval of its sole shareholder and sole Director, do agree to a merger of the two corporations upon the following terms and conditions:

NOW THEREFORE, in consideration of the premises and of the mutual agreement herein contained and of the mutual benefits provided, it is agreed by and between the parties hereto as follows:

PLAN OF MERGER

1. Preliminary Matters

(a) The registered office of the California Company in the State of California is located at 1251 Commerce Avenue, Woodland, CA 95776, and Paul Marotta is the registered agent of the California Company upon whom service of process for the California Company may be received within the State of California.

(b) The registered office of the Florida Company in the State of Florida is located at 632 S. Miami Avenue, Miami, FL 33130, and Registered Agents, Inc. is the registered agent of the Florida Company upon which service of process for the Florida Company may be received within the State of Florida.

(c) Hereafter, the California Company retains Paul Marotta of The Corporate Law Group, located at 1342 Rollins Road, Burlingame, CA 94010, as the Registered Agent of the California Company upon whom service of process may be received on behalf of the California Company within the State of California.

(d) A copy of this Agreement and Plan of Merger shall be placed permanently on file at the principal office and place of business of the Florida Company.

(e) The surviving corporation, the Florida Company, is to be governed by the laws of the State of Florida, but it shall comply with the applicable provisions of the California

Corporations Code, as amended, in the event that it transacts business in the State of California, and this Agreement and Plan of Merger shall be filed with the Florida Secretary of State and the California Secretary of State such that:

(i) The Florida Company may be served with process in any proceeding for the enforcement of the rights of dissenting shareholders of the California Company against the Florida Company which is the surviving corporation of this Agreement and Plan of Merger;

(ii) The Florida Company agrees to the irrevocable appointment of Paul Marotta as its registered agent to accept service of process in any proceeding within the State of California;

(iii) The Florida Company agrees that it will promptly pay to any dissenting shareholders of the California Company, the amount, if any, to which they shall be entitled under the provisions of Sections 1100 et seq. of the California Corporations Code with respect to the rights of dissenting shareholders; and

(iv) A copy of this agreement will be provided to shareholders of the California Company at no cost.

2. **Merger**. The California Company shall be and it hereby is merged into the Florida Company, upon the Effective Date defined in Section 3 hereunder.

3. **Effective Date**. This Agreement and Plan of Merger shall become effective immediately upon compliance with the laws of the States of California and Florida, the time of such effectiveness being hereinafter called the Effective Date.

4. **Surviving Corporation**. The Florida Company shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Florida, but the separate existence of the California Company shall cease forthwith upon the Effective Date.

5. **Authorized Capital**. The authorized capital stock of the Florida Company following the Effective Date shall be as set forth in Article III of the Amended and Restated Articles of Incorporation attached hereto as Attachment 1; Five Million (5,000,000) shares of authorized stock of which three Million (3,000,000) shares shall be Common Stock, being of a single class, without series and without par value, and Two Million (2,000,000) shares shall with be Preferred Stock, Six Hundred Seventy-Six Thousand Eighty-Six (676,086) of which are designated as Series A Preferred Stock, and Two Hundred Twenty-Five Thousand Nine Hundred Fourteen (225,914) shares are designated as Series B Preferred Stock, all without par value, unless and until they shall be changed in accordance with the laws of the State of Florida.

6. **Certificate of Incorporation**. Upon the Effective Date, pursuant to Section 607.1101(e) of the Florida Statutes, the Articles of Incorporation of the Florida Company shall be amended and restated in the form attached hereto as Attachment 1 which shall be the Articles of Incorporation of the Florida Company following the Effective Date unless and until such Articles of Incorporation shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever

nature conferred with such Articles of Incorporation or herein upon any shareholder or director or officer of the Florida Company or upon any other person whomsoever are subject to the reserve of such power. Such Amended and Restated Articles of Incorporation shall constitute the Articles of Incorporation of the Florida Company separate and apart from this Agreement and Plan of Merger and may be separately certified as the Articles of Incorporation of the Florida Company.

7. **Bylaws**. The Bylaws of the California Company as they exist on the Effective Date shall be the Bylaws of the Florida Company following the Effective Date unless and until such Bylaws shall be amended or repealed in accordance with the provisions thereof.

8. **Board of Directors and Officers**. The members of the Board of Directors and the officers of the Florida Company immediately after the Effective Date shall be those persons who were members of the Board of Directors and the officers, respectively, of the California Company, immediately prior to the Effective Date, and such persons shall serve in such offices, respectively, for the terms provided by law or in the Bylaws or until their respective successors are duly elected and qualified.

9. **Vacancies**. If, upon the Effective Date, a vacancy shall exist in the Board of Directors or in any of the officers of the Florida Company as they are specified above, such vacancy shall thereafter be filled by appointment and majority approval of the Board of Directors of the Florida Company in the manner provided by law and the Bylaws of the Florida Company.

10. **Further Assurance of Title**. If at any time the Florida Company shall consider or be advised that any acknowledgements or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to the Florida Company any right, title, or interest that the California Company held immediately prior to the Effective Date, the California Company and its proper agents shall and will execute and deliver all such acknowledgments or assurances in law and do all such things as are necessary or proper to acknowledge or confirm such right, title or interest in the Florida Company in accordance with this Agreement and Plan of Merger, and the Florida Company and the proper officers and directors thereof are fully authorized to take any and all such action in the name, and on behalf of, the California Company or otherwise, and are hereby granted power of attorney by the California Company to do so, such appointment coupled with an interest on behalf of the Florida Company.

11. **Retirement of Outstanding Stock**. Forthwith upon the Effective Date, the one hundred (100) shares of the Common Stock of the Florida Company presently issued and outstanding shall be retired, and no shares of Common Stock or other securities of the Florida Company shall be issued in respect thereof.

12. **Conversion of Outstanding Stock**. Forthwith upon the Effective Date, each of the issued and outstanding shares of Common Stock, Series A Preferred Stock, and Series B Preferred Stock of the California Company and all rights in respect thereof shall be converted into one fully paid and non-assessable share of Common Stock, Series A Preferred Stock, and Series B Preferred Stock, as appropriate, of the Florida Company, and each certificate nominally representing shares of Common Stock, Series A Preferred Stock, and Series B Preferred Stock of the California Company shall for all purposes be deemed to evidence the ownership of shares of

Common Stock, Series A Preferred Stock, and Series B Preferred Stock of the Florida Company. The holders of such certificates of the California Company shall not be required to surrender their certificates in exchange for certificates of Common Stock, Series A Preferred Stock, and Series B Preferred Stock of the Florida Company but, as certificates nominally representing shares of Common Stock, Series A Preferred Stock, and Series B Preferred Stock of the California Company are surrendered for transfer, the Florida Company will cause to be issued certificates representing shares of Common Stock, Series A Preferred Stock, and Series B Preferred Stock of the Florida Company, and, at any time upon surrender by any holder of certificates nominally representing shares of Common Stock, Series A Preferred Stock, and Series B Preferred Stock of the California Company, the Florida Company will cause to be issued therefore certificates for a like number of shares of Common Stock, Series A Preferred Stock, and Series B Preferred Stock of the Florida Company, subject to any reverse or forward splits of Common Stock, Series A Preferred Stock, and Series B Preferred Stock of the Florida Company in effect thereafter.

13. **Retirement of Treasury Stock.** Forthwith upon the Effective Date, shares of Common Stock of the California Company held in the treasury of the California Company, if any, on the Effective Date, shall be retired and no shares of Common Stock or any other securities of the Florida Company shall be issued in respect thereof.

14. **Rights and Liabilities of the Florida Company.** At and after the Effective Date of the merger, the Florida Company shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers and franchises, both public and private, and all of the property, real, intellectual, personal, and mixed, of each of the parties hereto; all debts due to the California Company on whatever account shall be vested in the Florida Company; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the parties hereto shall be as effectively the property of the Florida Company as they were of the respective parties hereto; the title to any real estate vested by deed or otherwise in the California Company shall not revert or be in any way impaired by reason of the merger, but shall be vested in the Florida Company; all rights of creditors and all liens upon any property of either of the parties hereto shall be preserved unimpaired, limited in lien to the property affected by such lien at the Effective Date of the merger; all debts, liabilities, and duties of the respective parties hereto shall henceforth attached to the Florida Company and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it; and the Florida Company shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the merger.

15. **Book Entries.** The merger contemplated hereby shall be treated as a pooling of interests and as of the Effective Date entries shall be made upon the books of the Florida Company in accordance with the following:

(a) The assets and liabilities of the California Company shall be recorded at the amounts at which they are carried on the books of the California Company immediately prior to the Effective Date with appropriate adjustment to reflect the retirement of the one hundred (100) shares of Common Stock of the Florida Company presently issued and outstanding.

(b) There shall be credited to Capital Account the aggregate amount of the par value per share of all of the Common Stock of the Florida Company resulting from the conversion of the outstanding Common Stock of the California Company.

(c) There shall be credited to Capital Surplus Account an amount equal to that carried on the Capital Surplus Account of the California Company immediately prior to the Effective Date.

(d) There shall be credited to Earned Surplus Account an amount equal to that carried on the Earned Surplus Account of the California Company immediately prior to the Effective Date.

16. **Options, Warrants, and Convertibles.** Upon the Effective Date, the Florida Company will assume and recognize all of the outstanding and unexercised portions of all warrants to purchase, convertible and exchangeable securities, and options to purchase securities issued and existent at the Effective Date ("Options"), and all outstanding and unexercised Options shall be exercisable and convertible for the same number and like securities as is issued and unexercised as of the Effective Date with no other changes in the terms and conditions of such Options, including the exercise and conversion prices thereof, and, effective upon the Effective Date, the Florida Company shall assume the outstanding and unexercised portions of any and all such Options of the California Company with respect thereto.

17. **Service of Process on the Florida Company.** The Florida Company agrees that it may be served with process in the State of California in any proceeding for enforcement of any obligation of the California Company as well as for the enforcement of any obligation of the Florida Company arising from the merger, including any suit or other proceeding to enforce the right of any shareholder as determined in appraisal proceedings pursuant to the provisions of Sections 1100 et seq. of the California Corporations Code.

18. **Amendment.** At any time before or after approval by the shareholders of the California Company, this Agreement and Plan of Merger may be amended in any manner (except that any of the principal terms may not be amended without the approval of the shareholders of the California Company) as may be determined in the judgment of the respective Board of Directors of the California Company and the Florida Company to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Agreement and Plan of Merger.

19. **Termination.** This Agreement and Plan of Merger may be terminated and abandoned by action of the Board of Directors of the California Company at any time prior to the Effective Date, whether before or after approval of the shareholders of the parties hereto.

20. **Expenses and Rights of Dissenting Shareholders.** The Florida Company shall pay all expenses of carrying this Agreement and Plan of Merger into effect and of accomplishing the merger, including amounts, if any, to which dissenting shareholders of the California Company may be entitled by reason of this merger.

21. **Authorization**. This Agreement and Plan of Merger was duly authorized by a majority vote of the shareholders by written consent dated April 18, 2022 and by written consent of the Board of Directors of the California Company on October 5, 2021, wherein ratification of the incorporation and formation of the Florida Company for the purpose of changing the domicile of the California Company to that of the State of Florida, and was duly adopted by the sole Director of the Florida Company.

22. **Counterparts**. In order to facilitate the filing and recording of this Agreement and Plan of Merger, it may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, The California Company and the Florida Company, pursuant to the approval and authority duly given by resolutions adopted by their respective Board of Directors and by approval of a majority of the shareholders, have each caused this Agreement and Plan of Merger to be executed by its Chief Executive Officer and Secretary, on April 18, 2022.

Puroast Coffee Company, Inc.,
a California corporation

By: _____
Kerry Sachs, Chief Executive Officer

By: _____
James Sachs, Secretary

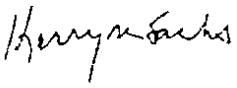
Puroast Coffee Company, Inc.,
a Florida corporation

By: _____
James Sachs, Chief Executive Officer and Secretary

[remainder of page left blank]

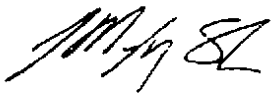
The undersigned certify under penalty of perjury that they have read the foregoing Agreement and Plan of Merger and know the contents thereof, that the statements therein are true and that this Agreement and Plan of Merger was executed at Miami, Florida on April 18, 2022.

Puroast Coffee Company, Inc.,
a California corporation



By: _____

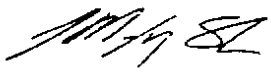
Kerry Sachs, Chief Executive Officer



By: _____

James Sachs, Secretary

Puroast Coffee Company, Inc.,
a Florida corporation



By: _____

James Sachs, Secretary

CERTIFICATE OF THE SECRETARY
OF
PUROAST COFFEE COMPANY, INC.
(a California corporation)

The undersigned, Kerry Sachs and Hector Gutierrez, the Chief Executive Officer and Secretary, respectively, of Puroast Coffee Company, Inc., a corporation organized and existing under the laws of the State of California (the "California Company"), hereby certify as such, that:

1. The transaction described in the Agreement and Plan of Merger attached to this Certificate (the "Plan of Merger") was duly submitted to the stockholders of the California Company, for a vote on written consent, as authorized pursuant to Section 603 of the California Corporations Code, on December 17, 2021. For the purpose of considering and taking action upon the proposed Plan of Merger, there were (i) 2,011,018 fully paid, non-assessable shares of Common Stock, Series A Preferred Stock, and Series B Preferred Stock of the California Company issued and outstanding entitled to vote, and the holders voted by written consent; 1,192,509 shares, or 59.30% of the shares entitled to vote, voted FOR, 0 shares, or 0% of the shares entitled to vote, voted AGAINST, and 818,509 shares, or 40.7% of the shares entitled to vote, ABSTAINED from a vote for the Plan of Merger, (ii) 1,110,187 fully paid, non-assessable shares of Common Stock of the California Company issued and outstanding entitled to vote, and the holders voted by written consent; 740,837 shares, or 66.73% of the shares entitled to vote, voted FOR, 0 shares, or 0% of the shares entitled to vote, voted AGAINST, and 369,350 shares, or 33.27% of the shares entitled to vote, ABSTAINED from a vote for the Plan of Merger, and (iii) 900,831 fully paid, non-assessable shares of Series A Preferred Stock and Series B Preferred Stock of the California Company issued and outstanding entitled to vote, 451,672 shares, or 50.14% of the shares entitled to vote, voted FOR, 0 shares, or 0% of the shares entitled to vote, voted AGAINST, and 449,159 shares, or 49.86% of the shares entitled to vote, ABSTAINED from a vote for the Plan of Merger, and thereby the Plan of Merger was duly adopted as the act of the shareholders of the California Company.

2. The Plan of Merger was duly approved by the Board of Directors of the California Company.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 18, 2022 at Miami, Florida.

Kerry Sachs, Chief Executive Officer of Puroast Coffee Company, Inc.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 18, 2022 at Miami, FL.

James Sachs, Secretary of
Puroast Coffee Company, Inc.

CERTIFICATE OF THE SECRETARY
OF
PUROAST COFFEE COMPANY, INC.
(a Florida corporation)

The undersigned, Kerry Sachs, the Chief Executive Officer and Secretary of Puroast Coffee Company, a corporation organized and existing under the laws of the State of Florida (the "Florida Company"), hereby certify that the principal terms of the Agreement and Plan of Merger were duly approved by the sole Director and the sole shareholder of the Florida Company. The Company had issued and there was outstanding one hundred (100) fully paid, non-assessable shares of Common Stock, and the shareholder holding all of these shares, or one-hundred percent (100%), of the outstanding shares of Common Stock entitled to vote, voted FOR the Agreement and Plan of Merger.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 18, 2022, at Miami, Florida.

Kerry Sachs

Kerry Sachs, Chief Executive Officer Puroast Coffee Company, Inc.

Attachment A

Amended and Restated Articles of Incorporation

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF PUROAST COFFEE COMPANY, INC.
a Florida Corporation

The undersigned, Kerry Sachs, hereby certifies that:

ONE: He is the duly elected and acting President and Secretary of Puroast Coffee Company, Inc. (the "Corporation").

TWO: The Articles of Incorporation of the Corporation shall be amended and restated to read in full as follows:

ARTICLE I

The name of the Corporation is Puroast Coffee Company, Inc.

ARTICLE II

The purpose for which this Corporation is organize is to engage in any and all lawful business.

ARTICLE III

(A) Classes of Stock. This Corporation is authorized to issue three classes of stock to be designated, respectively, "Common Stock," "Preferred Stock," Sand The total number of shares which the Corporation is authorized to issue is Five Million (5,000,000); Three Million (3,000,000) shares shall be Common Stock and Two Million (2,000,000) shares shall be Preferred Stock.

(B) Rights, Preferences and Restrictions of Preferred Stock. The Preferred Stock authorized by these Amended and Restated Articles of Incorporation may be issued from time to time in series. The rights, preferences, privileges, and restrictions granted to and imposed on the Series A Preferred Stock, which series shall consist of Six Hundred Seventy-Six Thousand Eighty-Six (676,086) shares, and Series B Preferred Stock, which series shall consist of Two Hundred Twenty-Five Thousand Nine Hundred Fourteen (225,914) shares, are as set forth below in Article III(C). The Board of Directors is hereby authorized to create, fix or alter the rights, preferences, privileges and restrictions granted to or imposed upon wholly unissued series of Preferred Stock, and the number of shares constituting any such series and the designation thereof, or of any of them. Subject to compliance with applicable protective voting rights which have been or may be granted to the Preferred Stock or series thereof in certificates of Determination or the Corporation's Articles of Incorporation ("Protective Provisions"), and subject to the requirements of Section 903 of the General Corporation Law, but notwithstanding any other rights of the Preferred Stock or any series thereof, the rights, privileges, preferences and restrictions of any such wholly unissued

series may be subordinated to, *pari passu* with (including, without limitation, inclusion in provisions with respect to liquidation and acquisition preferences, redemption and/or approval of matters by vote or written consent), or senior to any of those or any present or future class or series of Preferred or Common Stock. Subject to compliance with applicable Protective Provisions, and subject to the requirements of Section 903 of the General Corporation Law, the Board of Directors is also authorized to increase or decrease the number of shares of any series (other than the Series A Preferred Stock and Series B Preferred Stock), prior or subsequent to the issue of that series, but not below the number of shares of such series then outstanding. In case the number of shares of any series shall be so decreased, the shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution originally fixing the number of shares of such series.

(C) Series A and Series B Preferred Stock. The rights, preferences, privileges, and restrictions granted to and imposed on the Series A and Series B Preferred Stock are as follows:

1. Dividend Provisions. Subject to the dividend rights of shares of series of Preferred Stock which may from time to time come into existence, the holders of shares of Series A and Series B Preferred Stock shall be entitled to receive dividends *pari passu*, out of any assets legally available therefore, prior and in preference to any declaration or payment of any dividend (payable other than in Common Stock or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, additional shares of Common Stock of the Corporation) on the Common Stock of the Corporation, at the rate of $0.616 per share of Series A Preferred Stock and $0.915 per share of Series B Preferred Stock (in each case as adjusted for stock splits, stock dividends, reclassification and the like) per annum, payable when, as and if declared by the Board of Directors. Such dividends on the shares of Series A and Series B Preferred Stock shall not be cumulative. If the legally available assets shall be insufficient to permit the dividends payment to the holders of Series A and Series B Preferred Stock, then, subject to the rights of series of Preferred Stock which may from time to time come into existence, the entire assets of the Corporation legally available for the payment of dividends shall be distributed ratably among the holders of the Series A and Series B Preferred Stock in proportion to the dividend each such holder is otherwise entitled to receive. After payment of dividends to the holders of Series A and Series B Preferred Stock, any additional dividends shall be distributed among the holders of Common Stock pro rata based on the number of shares of Common Stock then held by each holder.

2. Liquidation Preference.

(a) In the event of any liquidation, dissolution or winding up of this Corporation, either voluntary or involuntary, subject to the rights of series of Preferred Stock which may from time to time come into existence, the holders of Series A and Series B Preferred Stock shall be entitled to receive in preference to the holders of the Common Stock an amount equal to the Original Issue Price of $6.16 per share of Series A Preferred Stock and the Original Issue Price of $9.15 per share of Series B Preferred Stock plus, in each case, declared and unpaid dividends. If upon the occurrence of such event, the assets and funds thus distributed among the

holders of the Series A and Series B Preferred Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then, subject to the rights of series of Preferred Stock which may from time to time come into existence, the entire remaining assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of the Series A and Series B Preferred Stock in proportion to the liquidation preference each such holder is otherwise entitled to receive.

(b) After the distributions described in subparagraph (a) above in this Section 2 have been paid, subject to the rights of series of Preferred Stock which may from time to time come into existence, the remaining assets of the Corporation available for distribution to shareholders shall be distributed ratably among the holders of the Common Stock of this Corporation.

(c) A consolidation or merger of this Corporation with or into any other corporation or corporations, or a sale, conveyance or disposition of all or substantially all of the assets of this Corporation or the effectuation by the Corporation of a transaction or series of related transactions in which more than 50% or the voting power or the corporation is disposed of, shall be deemed to be a liquidation, dissolution or winding up within the meaning of this Section 2.

3. Conversion. The holders of the Series B Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

(a) Right to Convert. Subject to subsection (b) below, each share of Series A and Series B Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the office of the Corporation or any transfer agent for the Series A and Series B Preferred Stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Original Issue Price of $6.16 per share for each outstanding share of Series A Preferred Stock, and the Original Issue Price of $9.15 per share for each outstanding share of Series B Preferred Stock, by the Conversion Price at the time in effect therefore. The initial Conversion Price shall be $6.16 per share for shares of Series A Preferred Stock, and $9.15 per share for shares of Series B Preferred Stock provided, however, that the Conversation Price for the Series A and Series B Preferred Stock shall be subject to adjustment as set forth below herein.

(b) Automatic Conversion. Each share of Series A and Series B Preferred Stock shall automatically be converted into shares of Common Stock at the Conversion Price at the time in effect for the Series A and Series B Preferred Stock immediately upon the consummation of the Corporation's sale of its Common Stock in an offering registered under the Securities Act of 1933, as amended (the "Act"), or exempt therefrom under the provisions of Section 3(b) of the Act, and the rules and regulations promulgated thereunder, the offering price of which is not less than $36.60 per share (adjusted to reflect subsequent stock dividends, stock splits or recapitalization) and $5,000,000 in the aggregate.

(c) Mechanics of Conversion. Before any holder of Series A and Series B Preferred Stock shall be entitled to convert the same into shares of Common Stock, he or she

shall surrender the certificate or certificates thereof, duly endorsed, at the office of this Corporation or of any transfer agent for the Series A and Series B Preferred Stock, and shall give written notice by mail, postage prepaid, to this Corporation at its principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Common Stock are to be issued. This Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Series A and Series B Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Series A and Series B Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of such date. If the conversion is in connection with an underwritten offer of securities registered pursuant to the Securities Act of 1933, as amended, the conversion may, at the option of any holder tendering Series A and Series B Preferred Stock for conversion, be conditioned upon the closing with the underwriter of the sale of securities pursuant to such offering, in which event the person(s) entitled to receive the Common Stock issuable upon such conversion of the Series A and Series B Preferred Stock shall not be deemed to have converted such Series A and Series B Preferred Stock until immediately prior to the closing of such sale of securities.

(d) Conversion Price Adjustments of Series A and Series B Preferred Stock. The Conversion Price of the Series A and Series B Preferred Stock shall be subject to adjustment from time to time as follows:

(i) In the event the Corporation should at any time or from time to time fix a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock or the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of Common Stock (hereinafter referred to as "Common Stock Equivalents") without payment of any consideration by such holder for the additional shares of Common Stock or the Common Stock Equivalents (including the additional shares of Common Stock issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the Conversion Price of the Series A and Series B Preferred Stock shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase of the aggregate of shares of Common Stock outstanding and those issuable with respect to such Common Stock Equivalents.

(ii) If the number of shares of Common Stock outstanding at any time is decreased by a combination of the outstanding shares of Common Stock, then, following the record date of such combination, the Conversion Prices for the Series A and Series B Preferred Stock shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in

outstanding shares.

(iii) Except as otherwise set forth herein, upon each issuance by the Corporation of any Additional Stock (as defined below), after the date upon which any shares of the Series A and Series B Preferred Stock were first issued (the "Purchase Date" with respect to the Series A and Series B Preferred Stock), without consideration or for a consideration per share less than the Conversion Price for the Series A and Series B Preferred Stock in effect immediately prior to the issuance of such Additional Stock, the Conversion Price for the Series A and Series B Preferred Stock in effect immediately prior to each such issuance shall automatically be adjusted as set forth in this Section 3(d)(iii), unless otherwise provided in this Section 3(d)(iii).

(A) Adjustment Formula. Whenever the Conversion Price is adjusted pursuant to this Section (3)(d)(iii), the new Conversion Price shall be determined by multiplying the Conversion Price then in effect by a fraction, (x) the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issuance (the "Outstanding Common") plus the number of shares of Common Stock that the aggregate consideration received by the Corporation for such issuance would purchase at such existing Conversion Price; and (y) the denominator of which shall be the number of shares of Outstanding Common plus the number of shares of such Additional Stock. For purposes of the foregoing calculation, the term "Outstanding Common" shall include shares of Common Stock deemed issued pursuant to Section 3(d)(iii)(E) below.

(B) Definition of "Additional Stock." For purposes of this Section 3(d)(iii), "Additional Stock" shall mean any shares of Common Stock issued (or deemed to have been issued pursuant to Section 3(d)(iii)(E)) by the Corporation after the Purchase Date) other than:

(1) Shares, options, and warrants of and on Common Stock issuable or issued to employees, consultants, directors or vendors (if in transactions with primarily nonfinancing purposes) of this Corporation directly or pursuant to a plan or approved by the Board of Directors of this Corporation at any time;

(2) shares issued as dividends or distributions to holders of shares of this Corporation's Series A and Series B Preferred Stock;

(3) shares, warrants, and options issued in connection with a merger, acquisition, or other combination with another entity, in a transaction approved by the Corporation's Board of Directors;

(4) Capital stock, or options or warrants to purchase capital stock, issued to financial institutions or lessors in connection with commercial credit arrangements, equipment financings, commercial property lease transactions or similar transactions, in each case that are approved by the Board of Directors of the Corporation;

(5) Common Stock issued or issuable upon

conversion of the Series A and Series B Preferred Stock;

(6) shares of Common Stock issued or issuable in a public offering in connection with which all outstanding shares of Series A and Series B Preferred Stock will be converted into Common Stock;

(7) shares (or warrants therefore) issued or issuable to an entity as a component of any business relationship with such entity for the purpose of (i) joint venture, technology licensing or development activities, (ii) distribution, supply or manufacture of the Corporation's products or services or (iii) any other arrangements involving corporate partners that are primarily for purposes other than raising capital, the terms of which business relationship with such entity are approved by the Board of Directors of the Corporation;

(8) shares issued in connection with any settlement agreement approved by the Corporation's Board of Directors;

(9) Shares of Common Stock issued or issuable with the affirmative vote of at least a majority of the then outstanding shares of Preferred Stock, voting together as a class.

(C) No Fractional Adjustments. No adjustment of the Conversion Price for the Series A and Series B Preferred Stock shall be made in an amount less than one one-tenth cent per share, provided that any adjustments which are not required to be made by reason of this sentence shall be carried forward and shall be either taken into account in any subsequent adjustment made prior to three years from the date of the event giving rise to the adjustment being carried forward, or shall be made at the end of three years from the date of the event giving rise to the adjustment being carried forward.

(D) Determination of Consideration. In the case of the issuance of Common Stock for cash, the consideration shall be deemed to be the cash received by the Corporation therefor. In the case of the issuance of the Common Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair market value thereof as determined in good faith by the Board of Directors irrespective of any accounting treatment.

(E) Deemed Issuances of Common Stock. In the case of the issuance (whether before, on or after the applicable Purchase Date) of securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of Common Stock (the "Common Stock Equivalents"), the following provisions shall apply for all purposes of this Section 3(d)(iii):

1. The aggregate maximum number of shares of Common Stock deliverable upon conversion, exchange or exercise (assuming the satisfaction of any conditions to convertibility, exchangeability or exercisability, including, without limitation, the passage of time, but without taking into account potential antidilution adjustments) of any

Common Stock Equivalents shall be deemed to have been issued at the time such Common Stock Equivalents were issued and for a consideration equal to the consideration, if any, received by the Corporation for any such Common Stock Equivalents (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by the Corporation (without taking into account potential antidilution adjustments) upon the conversion, exchange or exercise of any Common Stock Equivalents (the consideration in each case to be determined in the manner provided in Section 3(d)(iii)(D).

2. In the event of any change in the number of shares of Common Stock deliverable or in the consideration payable to the Corporation upon conversion, exchange or exercise of any Common Stock Equivalents, other than a change resulting from the antidilution provisions thereof, the Conversion Price of the Series A and Series B Preferred Stock, to the extent in any way affected by or computed using such Common Stock Equivalents, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Stock or any payment of such consideration upon the conversion, exchange or exercise of such Common Stock Equivalents.

3. Upon the termination or expiration of the convertibility, exchangeability or exercisability of any Common Stock Equivalents, the Conversion Price of the Series A and Series B Preferred Stock, to the extent in any way affected by or computed using such Common Stock Equivalents, shall be recomputed to reflect the issuance of only the number of shares of Common Stock (and Common Stock Equivalents that remain convertible, exchangeable or exercisable) actually issued upon the conversion, exchange or exercise of such Common Stock Equivalents.

4. The number of shares of Common Stock deemed issued and the consideration deemed paid therefor pursuant to Section 3(d)(iii)(E)(1) shall be appropriately adjusted to reflect any change, termination or expiration of the type described in either Section 3(d)(iii)(E)(2) or 3(d)(iii)(E)(3).

4. Voting Rights. Holders of shares of Series A and Series B Preferred Stock shall have the right to that number of votes equal to the number of shares of Common Stock into which such shares of Series A and Series B Preferred Stock could then be converted (with, any fractional share determined on an aggregate conversion basis being rounded to the nearest whole share), and with respect to such vote, such holder shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and shall be entitled to notice of any shareholders' meeting in accordance with the Bylaws of this Corporation, and shall be entitled to vote, together with holders of Common Stock, with respect to any question upon which holders of Common Stock have the right to vote.

5. Status of Converted or Redeemed Stock. In the event any shares of Series A and Series B Preferred Stock shall be converted pursuant to Article III(C)3 hereof, the shares so converted shall be cancelled and shall not be issuable by the Corporation. The Articles of Incorporation of this Corporation shall be appropriately amended to effect the corresponding reduction in the Corporation's authorized capital stock.

(D) Common Stock. This Corporation reserves to the Common Stock all of the rights, preferences, privileges and restrictions under the laws of the State of Florida not otherwise granted hereunder to the Preferred Stock. The holder of each share of Common Stock shall have the right to one vote, and shall be entitled to notice of any shareholders' meeting in accordance with the Bylaws of this Corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law.

ARTICLE IV

(A) The liability of the directors of this Corporation for monetary damages shall be eliminated to the fullest extent permissible under Florida law.

(B) This Corporation is authorized to indemnify agents of this Corporation, including without limitation, directors and officers, whether by bylaw, agreement, or otherwise, to the fullest extent permissible under Florida Law.

THREE: The foregoing amendment has been approved by the Board of Directors of the Corporation.

FOUR: The foregoing amendment was approved by the holders of the requisite number of shares of the Corporation in accordance with Section 607.1103 of the Florida Statutes: the total number of outstanding shares of each class entitled to vote with respect to the foregoing amendment was (i) 1,110,187 shares of Common Stock, 676,086 shares of Series A Preferred Stock, and 224,745 shares of Series B Preferred Stock, voting together as a single class, (ii) 1,110,187 shares of Common Stock, voting together as a separate class, and (iii) 900,831 shares of Series A Preferred Stock and Series B Preferred Stock, voting together as a separate class. The number of shares voting in favor of the foregoing amendment equaled or exceeded the vote required, such required vote being more than 50 percent of the outstanding shares of (i) Common Stock and Series A and Series B Preferred Stock voting together, (ii) Common Stock voting together as a separate class, and (iii) Series A and Series B Preferred Stock voting together as a separate class.

IN WITNESS WHEREOF, the undersigned have executed this certificate on April 18, 2022.

Kerry Sachs, President

Kerry Sachs, Secretary

The undersigned certify under penalty of perjury under the laws of the State of Florida that they have read the foregoing certificate and know the contents thereof, and that the statements therein are true and correct of their own knowledge.

Executed at Miami, Florida on April 18, 2022.

Kerry Sachs, President

Kerry Sachs, Secretary