

STATEMENT AND PLAN OF MERGER

THIS STATEMENT AND PLAN OF MERGER dated as of October 30, 2020 (this “Plan”), is entered into by and between Heavy Metal Off-Road, LLC a California limited liability company (“*Heavy Metal California*” or “*Merging Entity*”), and Heavy Metal Off-Road, LLC, an Idaho limited liability company (“*Heavy Metal Idaho*” or “*Surviving Entity*”). Heavy Metal California and Heavy Metal Idaho are sometimes referred to herein as the “*Constituent Companies*.”

RECITALS

A. Heavy Metal California is a manager managed limited liability company duly organized and existing under the laws of the State of California.

B. Heavy Metal Idaho is a manager managed limited liability company duly organized and existing under the laws of the State of Idaho.

C. The manager of Heavy Metal California has determined that, for the purpose of effecting the reorganization of Heavy Metal California into a limited liability company organized in the State of Idaho, it is advisable and in the best interests of Heavy Metal California that Heavy Metal California merge with and into Heavy Metal Idaho upon the terms and conditions herein provided.

D. The respective managers and members of Heavy Metal Idaho and Heavy Metal California have approved this Plan and have directed that this Plan be executed by the undersigned managers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Heavy Metal Idaho and Heavy Metal California hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

1. BACKGROUND

1.1 Plan of Merger. Heavy Metal California and Heavy Metal Idaho have entered into this Plan, which provides for the merger of Heavy Metal California into Heavy Metal Idaho.

1.2 Merging Entity.

(a) Name. The name of the Merging Entity is Heavy Metal Off-Road, LLC.

(b) Governing Law. The Merging Entity was organized in California as a limited liability company when its articles of organization were filed with the California Secretary of State on March 17, 2017.

1.3 Surviving Entity.

(a) Name. The name of the Surviving Entity is Heavy Metal Off-Road, LLC.

(b) Governing Law. The Surviving Entity was organized in Idaho as a limited liability company when its certificate of organization was filed with the Idaho Secretary of State on October 29, 2020.

(c) Registered Agent. The Surviving Entity's registered agent is Timothy Neil.

(d) Address. The Surviving Entity's address is 4434 Redding Road, Coeur D'Alene, Idaho 83815.

1.4 Merging Entity Manager and Member Approval. The manager and all of the members of Heavy Metal California have approved the merger with and into Heavy Metal Idaho, and the consummation of the transactions contemplated by this Plan, upon the terms and subject to the conditions set forth in this Plan, all applicable laws, the operating agreement and articles of organization .

1.5 Surviving Entity Manager and Member Approval. The manager and all of the members of Heavy Metal Idaho have approved the merger of Heavy Metal California with and into Heavy Metal Idaho, and the consummation of the transactions contemplated by this Plan, upon the terms and subject to the conditions set forth in this Plan, the Idaho Entity Transactions Act, the Idaho Uniform Limited Liability Company Act, the certificate of organization and operating agreement of Heavy Metal Idaho.

2. MERGER

2.1 Merger. In accordance with the provisions of this Plan, the Idaho Entity Transactions Act, the Idaho Uniform Limited Liability Company Act and the California General Corporation Law, Heavy Metal California shall be merged with and into Heavy Metal Idaho (the "**Merger**"), the separate existence of Heavy Metal California shall cease, and Heavy Metal Idaho shall be the Surviving Entity.

2.2 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

(a) This Plan and the Merger shall have been adopted and approved by the managers and members of each Constituent Company in accordance with the requirements of the Idaho Entity Transactions Act, the Idaho Uniform Limited Liability Company Act and the California General Corporation Law;

(b) All of the conditions precedent to the consummation of the Merger specified in this Plan shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) An executed Plan or an executed counterpart of this Plan, or other document, meeting the requirements of the Idaho Entity Transactions Act, the Idaho Uniform Limited Liability Company Act shall have been filed with the Secretary of State of Idaho; and

(d) An executed Plan of Merger or an executed counterpart of this Plan or other document meeting the requirements of the California General Corporation Law shall have been filed with the Secretary of State of the State of California.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "*Effective Date of the Merger.*"

2.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of Heavy Metal California shall cease, and Heavy Metal Idaho, as the Surviving Entity, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Heavy Metal California, (iii) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of the Merger, and (iv) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Heavy Metal California in the same manner as if Surviving Entity had itself incurred them, all as more fully provided under the applicable provisions of the Idaho Entity Transactions Act, the Idaho Uniform Limited Liability Company Act and the California General Corporation Law.

3. SURVIVING ENTITY

3.1 Certificate of Organization. The Certificate of Organization of Heavy Metal Idaho as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Organization of the Surviving Entity until duly amended in accordance with the provisions thereof and applicable law.

3.2 Operating Agreement. The Operating Agreement of Heavy Metal Idaho as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Operating Agreement of the Surviving Entity until duly amended in accordance with the provisions thereof and applicable law.

3.3 Managers. Timothy Neil, the manager of Heavy Metal Idaho as in effect immediately prior to the Effective Date of the Merger, shall be the manager of the Surviving Entity until his successor has been duly elected and qualified or until as otherwise provided by the Certificate of Organization, the Operating Agreement or the Idaho Uniform Limited Liability Company Act.

4. MANNER OF CONVERSION OF MEMBERSHIP INTERESTS

4.1 Heavy Metal California Membership Interests. Upon the Effective Date of the Merger, each one percent (1%) membership interest of each member of Heavy Metal California shall, by virtue of the Merger and without any action by the Constituent Companies, be converted into and exchanged for a one percent (1%) membership interest of Heavy Metal Idaho.

4.2 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing membership interests of Heavy Metal California may, at such holder's option, surrender the same for cancellation to the exchange agent designated by Heavy Metal Idaho (the "*Exchange Agent*"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the membership interests of Heavy Metal Idaho into which the surrendered membership interests were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing membership interests of Heavy Metal California shall be deemed for all purposes to represent the same percentage of membership interests of Heavy Metal Idaho into which such membership interests of Heavy Metal California were converted in the Merger.

5. GENERAL

5.1 Further Assurances. From time to time, as and when required by Surviving Entity or by its successors or assigns, there shall be executed and delivered on behalf of Merging Entity such deeds and other instruments, and there shall be taken or caused to be taken by Surviving Entity and Merging Entity such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or confirm of record or otherwise by Surviving Entity the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Merging Entity and otherwise to carry out the purposes of this Plan, and the manager of Surviving Entity is fully authorized in the name and on behalf of Merging Entity or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

5.2 Amendment. The managers of the Constituent Companies may amend this Plan at any time prior to the filing of this Plan (or certificate in lieu thereof) with the Secretaries of State of the States of Idaho and California, provided that an amendment made subsequent to the adoption of this Agreement by the members of either Constituent Company shall not: (1) alter or change the amount or kind of membership interests and/or rights to be received in exchange for or on conversion of all or any of the membership interests thereof of such Constituent Company, (2) alter or change any term of the Certificate of Organization of the Surviving Entity to be effected by the Merger, or (3) alter or change any of the terms and conditions of this Plan if such alteration or change would materially adversely affect the holders of any membership interests thereof of such Constituent Company.

5.3 Registered Office. The registered office of the Surviving Entity in the State of Idaho is located at 4434 Redding Road, Coeur D' Alene, Idaho 83815. The name of the Surviving Entity's registered agent at such address is Timothy Neil.

5.4 Governing Law. This Plan shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Idaho and, so far as applicable, the merger provisions of the California General Corporation Law.

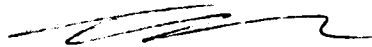
5.5 Counterparts. In order to facilitate the filing and recording of this Plan, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, this Plan, having first been approved by the members and managers of Heavy Metal California and Heavy Metal Idaho, is hereby executed on behalf of each of such two companies and attested by their respective managers thereunto duly authorized.

SURVIVING ENTITY (HEAVY METAL IDAHO)

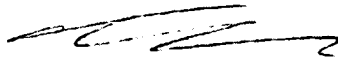
Heavy Metal Off-Road, LLC, an Idaho
limited liability company



Timothy Neil, Manager

MERGING ENTITY (HEAVY METAL CALIFORNIA)

Heavy Metal Off-Road, LLC, a California
limited liability company



Timothy Neil, Manager