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**STATEMENT OF MERGER BETWEEN
SUPERFIT LLC
A IDAHO LIMITED LIABILITY COMPANY
AND
SUPERX APPAREL LLC
A FLORIDA LIMITED LIABILITY COMPANY**

THIS STATEMENT OF MERGER (“Statement”) is entered into as of May 31, 2022 (the "Effective Date"), between **SUPERFIT LLC**, a Idaho limited liability company (“Disappearing Entity”), and **SUPERX APPAREL LLC**, a Florida limited liability company (“Surviving Entity”).

RECITALS

A. Disappearing Entity is a limited liability company organized under the laws of the State of Idaho, validly existing and in good standing, which filed a Certificate of Formation with the Idaho Secretary of State on July 20, 2018, with Idaho Secretary of State file number 619884. The sole member of Disappearing entity is Austin Gayne, an individual (The “Member”).

B. Surviving Entity is a limited liability company, organized under the laws of the State of Florida, validly existing and in good standing, which filed its Articles of Organization with the Florida Secretary of State on October 25, 2021, with Florida Secretary of State file number L21000461875. The members of Surviving Entity are Gayne Enterprises, LLC, a Delaware limited liability company, and Siren Group International Limited, a limited liability company (The "Members").

C. The parties intend that Disappearing Entity merge with and into Surviving Entity (the “Merger”) under the terms and conditions set forth in this Statement and the applicable provisions of Idaho law and Florida law.

D. The parties desire to enter into this Statement to set forth certain provisions relating to consummation of the Merger.

NOW, THEREFORE, in consideration of these premises and of the mutual provisions contained in this Statement, the parties agree as follows:

ARTICLE I: DEFINITIONS

For purposes of this Statement, the following terms shall have the meanings specified:

1.1 “Membership Interest” shall mean the outstanding membership interest of the Surviving Entity.

1.2 “Closing” shall mean the closing of the transactions contemplated by this Statement.

1.3 “Manager” shall mean the Manager of Surviving Entity.

ARTICLE II: THE MERGER

2.1. Closing. The Closing shall take place on the Effective Date.

2.2. Consequences of the Merger. On the Effective Date:

(a) The Merger shall become effective;

(b) The separate existence of Disappearing Entity shall cease and Disappearing Entity shall be merged with and into Surviving Entity as the Surviving Entity;

(c) The sole member of Disappearing Entity shall become a member of Surviving Entity;

(d) The Surviving Entity shall be governed by the Manager; and

(e) The Merger shall have all the effects provided by applicable law, which provides in pertinent part that:

(i) Surviving Entity shall succeed to all the rights and property of Disappearing Entity, without other transfer, act, or deed, and shall be subject to all the debts and liabilities of Disappearing Entity in the same manner as if Surviving Entity incurred them;

(ii) All rights of creditors and all liens on the property of Disappearing Entity shall be preserved unimpaired, provided that such liens shall be limited to the property affected immediately before the Effective Date; and

(iii) Any action or proceeding pending by or against Disappearing Entity may be prosecuted to judgment, that shall bind the Surviving Entity may be proceeded against or be substituted in the Disappearing Entity's place.

2.3. Further Acts After Effective Date. If at any time after the Effective Date, Surviving Entity considers or is advised that any other actions or things are necessary or desirable (a) to vest, perfect, or confirm of record or otherwise in Surviving Entity its right, title, or interest in, to, or under any of the rights, properties, or assets of Disappearing Entity or (b) to otherwise carry out this Statement, the Member of Surviving Entity is authorized, in the name and on behalf of Disappearing Entity, to execute and deliver all such things and to take and do all such actions as may be necessary or desirable to vest, perfect, or confirm in Surviving Entity all rights, title and interests in, to, and under such rights, properties, or assets or to otherwise carry out this Statement.

ARTICLE III: THE MERGER ARTICLES OF Organization AND Operating Agreement

3.1. Articles of Organization. Surviving Entity's Articles of Organization in effect immediately before the Effective Date shall be the Articles of Organization of Surviving Entity.

3.2. Operating Agreement. Surviving Entity’s Operating Agreement as amended and in effect on the effective date shall continue to be its Operating Agreement without change as a result of the merger.

ARTICLE IV: MANNER AND BASIS OF Converting Interest

4.1. Conversion of Equity Interests in Disappearing Entity. As of the Effective Date, by virtue of the Merger and without any action by any member, all the membership interest of Disappearing Entity outstanding immediately prior to the effective date shall be converted into 100% of the outstanding the membership interest of Surviving Entity.

ARTICLE V: CONDITIONS TO SURVIVING ENTITY’S OBLIGATIONS

All obligations of Surviving Entity under this Agreement are subject to the satisfaction, at or before the Closing, of each of the following conditions:

5.1. Agreement. Disappearing Entity shall have delivered to Surviving Entity duly executed copies of this Statement.

5.2. Consents and Approvals. Disappearing Entity and Surviving Entity shall have obtained all consents and approvals of third parties (including governmental authorities) required for Disappearing Entity and Surviving Entity to consummate the transactions contemplated by this Statement, and no third party shall have withdrawn from or suspended any material license, permit, or contractual right of Disappearing Entity.

5.3. Member Approval. This Statement and the transactions contemplated by this Statement shall have been approved by written unanimous consent of the members and of the Surviving Entity.

5.4. No Outstanding Options. Immediately before the Closing, there shall be no options, warrants, or other securities or agreements outstanding for the purchase of any interest in Disappearing Entity.

5.5. Other Legal Requirements. All statutory and other legal requirements for the valid consummation of the Merger shall have been fulfilled, including without limitation all requirements regarding notice to creditors of the bulk transfers contemplated by this Statement. No law or regulation shall have passed or been enacted that would prevent the consummation of the transactions contemplated by this Statement.

ARTICLE VI: CONDITIONS TO DISAPPEARING ENTITY’S OBLIGATIONS

The obligations of Disappearing Entity under this Statement are subject to the satisfaction, at or before the Closing, of the following conditions:

6.1. Agreement. The requisite members of Disappearing Entity shall have delivered to Disappearing Entity duly executed copies of this Statement.

6.2. Member Approval. This Statement and the transaction contemplated by this Statement shall have been approved by a majority-in-interest of Disappearing Entity's members.

ARTICLE VII: TERMINATION AND ABANDONMENT OF REORGANIZATION

7.1. Termination by Mutual Consent. This Statement may be terminated at any time before the Closing by the mutual written consent of Disappearing Entity and Surviving Entity.

7.2. Effect of Termination. If this Statement is terminated under this Article VII

(a) This Statement shall become void and of no further force or effect, with no liability or obligation on the part of Surviving Entity or Disappearing Entity, except that nothing in this provision shall relieve any party of any liability for willful breach of this Statement;

(b) The Merger may be abandoned; and

(c) Surviving Entity and Disappearing Entity shall each bear its own costs associated with this Statement and all transactions contemplated by this Statement.

ARTICLE VIII: MISCELLANEOUS

8.1. Headings. The headings in this Statement are included for convenience only and shall affect neither the construction nor interpretation of any provision in this Statement or any of the rights or obligations of the parties to this Statement.

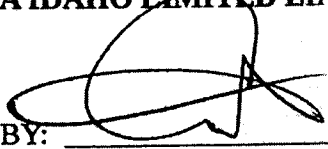
8.2. Binding Nature. This Statement shall be binding on and inure to the benefit of the parties hereto.

8.3. Applicable Law. This Statement shall be governed by Florida law. The parties shall submit any dispute to the jurisdiction of the federal and state courts of the State of Florida.

IN WITNESS WHEREOF, the undersigned have caused this Statement of Merger to be executed as of the date first set forth above.

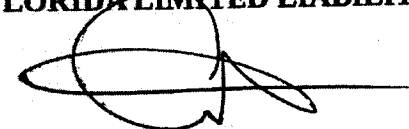
DISAPPEARING ENTITY:

**SUPERFIT LLC
A IDAHO LIMITED LIABILITY COMPANY**

BY: 
AUSTIN GAYNE, MANAGER

SURVIVING ENTITY:

**SUPERX APPAREL LLC
A FLORIDA LIMITED LIABILITY COMPANY**

BY: 
AUSTIN L GAYNE, MANAGER

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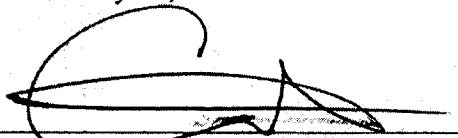
**CERTIFICATE OF APPROVAL OF
STATEMENT OF MERGER**

I, the undersigned, do certify that:

1. I, and at all times herein mentioned was, the sole Member and Manager of SUPERFIT LLC, a Idaho Limited Liability Company ("Company").
2. On May 31, 2022, the Statement of Merger in the form attached was duly approved by the sole Member and Manager of the Company.
3. The Member approval was by the holder of 100% of the membership interest of the Company.

I further declare under penalty of perjury under the laws of the State of Idaho that the matter set forth in this Certificate are true and correct of our own knowledge.

DATED: May 31, 2022



AUSTIN L. GAYNE, Manager

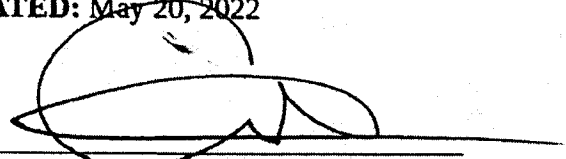
**CERTIFICATE OF APPROVAL OF
STATEMENT OF MERGER**

I, the undersigned, do certify that:

1. I, and at all times herein mentioned was, the sole Member and Manager of SUPERX APPAREL LLC, a Florida limited liability company ("Company").
2. On May 31, 2022, the Statement of Merger in the form attached was duly approved by the sole Member and Manager of the Company.
3. The Member approval was by the holder of 100% of the outstanding membership interest of the Company.

I further declare under penalty of perjury under the laws of the State of Florida that the matter set forth in this Certificate are true and correct of our own knowledge.

DATED: May 20, 2022



AUSTIN L GAYNE, Manager