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**MERGER OR SHARE EXCHANGE
CROSSOVER SYMMETRY, LLC**

Certificate of Status	0
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Page Count	13
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**ARTICLES OF MERGER
OF
FITWORKS, INC.
INTO
CROSSOVER SYMMETRY, LLC**

Pursuant to the provisions of Section 605.1025 of the Florida Revised Limited Liability Company Act (the "FRLCA"), as amended, the undersigned constituent entities adopt the following Articles of Merger for the purpose of merging one of them into the other:

FIRST: The names of the undersigned constituent entities and the state under the laws of which they are respectively organized are:

Name of Constituent Entity

State

Fitworks, Inc.

Colorado

Crossover Symmetry, LLC

Florida

File - 1403
21-529472

SECOND: The surviving entity is Crossover Symmetry, LLC and it is to be governed by Chapter 605 of the laws of the State of Florida.

THIRD: The Plan of Merger (the "Plan of Merger") attached hereto as Exhibit A was unanimously approved by the shareholders and Board of Directors of Fitworks, Inc., in accordance with § 7-111-103, *Colorado Revised Statutes*, and unanimously approved by the members and Board of Managers of Crossover Symmetry, LLC, in accordance with the provisions of § 605.1023 of the FRLCA.

FOURTH: The effective date of the merger shall be 11:59 PM on December 31, 2021.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

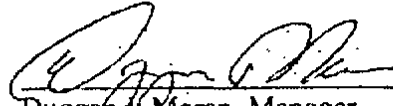
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Dated: December 22, 2021

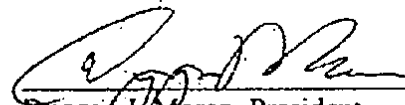
NewCo:

Crossover Symmetry, LLC, a Florida
limited liability company


Duggan J. Moran, Manager

OldCo:

Fitworks, Inc., a Colorado corporation


Duggan J. Moran, President

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2021 DEC 27 PM 1:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Exhibit A
Plan of Merger

See attached.

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (the "Agreement") entered into as of the 22nd day of December, 2021 by and among CROSSOVER SYMMETRY, LLC, a Florida limited liability company ("NewCo"), FITWORKS, INC., a Colorado corporation ("OldCo"), and DUGGAN J. MORAN, an individual (the "Sole Equity Holder").

WITNESSETH:

WHEREAS, the Sole Equity Holder is the sole member of NewCo and owns 100% of its issued and outstanding membership interests;

WHEREAS, the Sole Equity Holder is the sole shareholder of OldCo and owns 100% of its issued and outstanding common stock (the "OldCo Common Stock");

WHEREAS, this Agreement has been unanimously approved by the managers and members of NewCo; and

WHEREAS, this Agreement has been unanimously approved by the board of directors and shareholders of OldCo.

NOW, THEREFORE, in consideration of the mutual and dependent promises and the representations and warranties hereinafter contained, the parties hereto agree as follows:

SECTION 1. THE MERGER

1.1 **The Merger.** At the Effective Time (as defined in Section 1.4) and subject to the terms and conditions hereof, the provisions of the Chapter 605, *Florida Statutes* (the "FRLCA"), and the provisions of Articles 90 and 101 to 117 of Title 7, *Colorado Revised Statutes* (collectively, the "CCA"), OldCo will be merged with and into NewCo in accordance with the FRLCA and the CCA, the separate existence of OldCo shall thereupon cease and NewCo shall continue as the

surviving entity (the "Surviving Entity") (such actions collectively, the "Merger"). OldCo and NewCo are sometimes hereinafter referred to collectively as the "Constituent Entities" or individually as a "Constituent Entity." For purposes of the representations, warranties, covenants and agreements contained herein, references to the business, properties, assets, condition or prospects of OldCo and/or NewCo will be deemed to refer to such business, properties, assets, conditions and prospects both before the Closing with respect to OldCo and NewCo and after the Closing with respect to the Surviving Entity.

1.2 **Effects of the Merger.** The separate corporate existence of NewCo, as the Surviving Entity, with all its purposes, objects, rights, privileges, powers, certificates and franchises, shall continue unimpaired by the Merger. The Surviving Entity shall succeed to all the properties and assets of the Constituent Entities and to all debts, choses in action and other interests due or belonging to the Constituent Entities and shall be subject to, and responsible for, all the debts, liabilities and duties of the Constituent Entities with the effect set forth in Section 605.1026 of the FRLCA and Section 7-90-204 of the CCA.

1.3 **Closing.**

(a) Subject to the terms and conditions provided herein, the transactions contemplated by this Agreement shall be consummated at a closing (the "Closing") which will take place at the offices of WhiteBird, PLLC at 2101 Waverly Place, Suite 100, Melbourne, Florida 32901 on December 22, 2021 (such date being referred to herein as the "Closing Date").

1.4 **Effective Time.** Subject to the terms and conditions provided herein, the Merger shall be consummated by (i) filing articles of merger (the "Articles of Merger") with the Florida Department of State, substantially in the form appended hereto as **Exhibit A**, executed in accordance with the FRLCA, and (ii) filing a statement of merger (the "Statement of Merger")

with the Colorado Secretary of State, substantially in the form appended hereto as **Exhibit B**, executed in accordance with the CCA. The Merger shall be effective at such time as the Articles of Merger shall have been duly filed with the Department of State of the State of Florida in accordance with the FRLICA or on such date as the Constituent Entities shall specify in the Articles of Merger (the "Effective Time").

1.5 **Articles of Organization**: The articles of organization of NewCo, as in effect as of the Effective Time, shall be the articles of organization of the Surviving Entity (the "Articles of Organization"), until further amended in accordance with applicable law.

1.6 **Operating Agreement**: The operating agreement of NewCo, as in effect as of the Effective Time, shall be the operating agreement of the Surviving Entity (the "Operating Agreement"), until further amended in accordance with applicable law.

1.7 **Managers and Officers**: Upon consummation of the Merger and in accordance with the Operating Agreement, the board of managers of the Surviving Entity shall be comprised of three (3) persons and the following managers shall hold office: Duggan J. Moran, James P. Moran, and Kristine M. Moran. Each manager shall hold office, subject to the applicable provisions of the Articles of Organization and the Operating Agreement of the Surviving Entity, until the next annual meeting of members of the Surviving Entity and until their successors shall be duly elected or appointed and shall duly qualify. Upon consummation of the Merger, the officers of the Surviving Entity will remain unchanged and such officers will hold office until their respective successors are duly elected or appointed and qualified. If, on or after the Effective Time, a vacancy shall exist in the board of managers or in any of the offices of the Surviving Entity by reason of death or inability to act, or for any other reason, such vacancy may be filled in the manner provided in the Operating Agreement of the Surviving Entity.

1.8 **Conversion of Shares.** At the Effective Time, by virtue of the Merger and without any action on the part of NewCo, OldCo or the holder of any of the following securities:

(a) The membership interests of NewCo issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding and held by the Sole Equity Holder and shall not be affected by the Merger.

(b) Each share of the OldCo Common Stock issued and outstanding immediately prior to the Effective Time shall be cancelled and retired and no consideration shall be issued in exchange therefor.

(c) As of and after the Effective Time, the Surviving Entity shall not be bound by any options, warrants or agreements with respect to the issuance or acquisition of any NewCo membership interest or any OldCo capital stock or which would entitle any person to own, purchase or receive any membership interest in the Surviving Entity.

(d) Upon cancellation of the certificates for the OldCo Common Stock, the post-closing capitalization of the Surviving Entity shall be as set forth on **Schedule 1.8(d)** attached hereto.

1.9 **Cancellation of Certificates; Books of Transfer.**

(a) At or after the Effective Time, OldCo or the Sole Equity Holder shall surrender to the Surviving Entity any certificate(s) representing the OldCo Common Stock.

(b) At the Effective Time, the books of OldCo evidencing transfers of capital stock shall be closed and there shall be no further registration of transfers of capital stock in OldCo. From and after the Effective Time, the holders of capital stock in OldCo immediately prior to the Merger shall cease to have any rights as shareholders of OldCo or otherwise with respect to such capital stock, except as otherwise provided herein or by law. No dividends or other distribution

declared after the Effective Time with respect to the outstanding membership interests of the Surviving Entity shall be paid to the holder of any unsurrendered certificate or certificates formerly representing shares of capital stock in OldCo.

(c) Notwithstanding anything to the contrary in this Section 1.9, neither of the Surviving Entity nor any party hereto shall be liable to a holder of a certificate or certificates formerly representing shares of OldCo Common Stock or membership interests of NewCo for any amount properly paid to a public official pursuant to any applicable property, escheat or similar law.

SECTION 2. MISCELLANEOUS.

2.1 **Law Governing.** This Agreement shall be construed under and governed by the internal laws, and not the law of conflicts, of the State of Florida.

2.2 **Notices.** Any notice, request, demand other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if delivered or sent by facsimile transmission, upon receipt, or if sent by registered or certified mail upon the sooner of the expiration of three days after deposit in United States post office facilities properly addressed with postage prepaid or acknowledgment or receipt, as follows:

To OldCo Parties: 225 5th Avenue
Suite 2
Indialantic, Florida 39203

To NewCo Parties: 225 5th Avenue
Suite 2
Indialantic, Florida 39203

or to such other address of which any party may notify the other parties as provided above.

2.3 **Prior Agreements Superseded.** This Agreement and any agreements executed by the parties in connection herewith supersede all prior understandings and agreements among the parties relating to the subject matter hereof.

2.4 **Assignability.** This Agreement may not be assigned by any party hereto without the prior written consent of all other parties hereto, this Agreement shall be binding upon and enforceable by, and shall inure to the benefit of, the parties hereto and their respective successors, heirs, executors, administrators and permitted assigns, and no others.

2.5 **Publicity and Disclosures.** Until the Effective Time, so long as this Agreement is in effect, neither OldCo nor NewCo nor any of their respective equity holders, subsidiaries or affiliates shall issue or cause the publication of any press release or other announcement with respect to the Merger, this Agreement or the other transactions contemplated hereby without the prior written consent of all other parties hereto, which consent shall not be unreasonably withheld, except to the extent disclosure is required by any applicable law or regulation or by any court or authorized administrative or governmental agency.

2.6 **Captions and Gender.** The captions in this Agreement are for convenience only and shall not affect the construction or interpretation of any term or provision hereof. The use in this Agreement of the masculine pronoun in reference to a party hereto shall be deemed to include the feminine or neuter pronoun, as the context may require.

2.7 **Certain Definitions.** For purposes of this Agreement, the term:

(a) “affiliate” of a person shall mean a person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first mentioned person;

(b) “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly or as trustee or executor, of the power to direct or cause the direction of the management policies of a person, whether through the ownership of stock, as trustee or executor, by contract or credit arrangement or otherwise;

(c) “person” means an individual, corporation, limited liability company, partnership, association, trust or any unincorporated organization; and

(d) “subsidiary” of a person means any corporation more than fifty percent (50%) of whose outstanding voting securities, or any partnership, joint venture or other entity more than fifty percent (50%) of whose total equity interest, is directly or indirectly owned by such person.

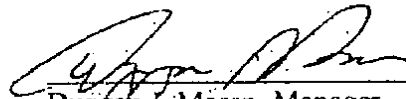
2.8 **Execution in Counterparts.** For the convenience of the parties to facilitate execution, this Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

2.9 **Amendments; Waivers.** This Agreement may not be amended or modified except by a writing duly and validly executed by each party hereto. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege.

IN WITNESS WHEREOF, the parties hereto or their duly authorized representatives have caused this Agreement to be executed as of the date first set forth.

NewCo:

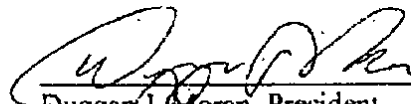
Crossover Symmetry, LLC, a Florida limited liability company



Duggan J. Moran, Manager

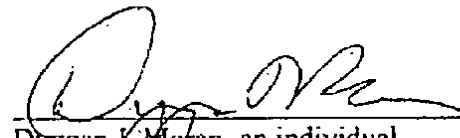
OldCo:

Fitworks, Inc., a Colorado corporation



Duggan J. Moran, President

Sole Equity Holder:



Duggan J. Moran, an individual

SCHEDULE 1.8(c)

Post-Merger Capitalization of Surviving Entity

<u>Sole Equity Holder</u>	<u>Total Membership Interest</u>
Duggan J. Moran, an individual	100%