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MERGER OR SHARE EXCHANGE

Performance Sports Apparel, Inc.

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Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

Performance Sports Apparel, Inc.



Rolf D. Schmidt, Chairman of the Board

Rena Enterprises, Inc.



Rolf D. Schmidt, President

Exhibit "A"
Plan of Merger

PLAN OF MERGER

This Plan of Merger dated December 31, 2007, is between RENA ENTERPRISES, INC., a Florida corporation ("RENA"), and PERFORMANCE SPORTS APPAREL, INC., a Pennsylvania corporation ("PSA"). In consideration of the mutual covenants herein, and intending to be legally bound hereby, the parties agree as follows:

1. RENA shall be merged with and into PSA, which shall continue as the surviving corporation under the laws of the Commonwealth of Pennsylvania. The terms and conditions of the merger, the mode of carrying the same into effect, the manner of converting the shares of capital stock of RENA into shares of the capital stock of PSA and all other provisions deemed desirable in connection therewith are set forth in this Plan of Merger.
2. The corporate existence, registered office in Pennsylvania, Articles of Incorporation and Bylaws of PSA shall be unaffected by the merger.
3. The directors and officers of PSA shall, upon the Effective Date, continue to serve as directors and officers of PSA until successors are elected and shall qualify. If by reason of death or otherwise, any such person on the Effective Date cannot or will not act as a director or officer, the vacancy thereby created will be filled after the merger becomes effective in accordance with the Bylaws of PSA.
4. The merger shall not affect the issued or outstanding shares of capital stock of PSA and the number of authorized shares of PSA shall be unaffected by the merger.
5. On the Effective Date, each issued and outstanding share of capital stock of RENA shall be converted into seven thousand four hundred and twenty four (7,424) shares of common capital stock of PSA.
6. On the Effective Date or as promptly thereafter as possible, the holders of certificates which theretofore represented issued and outstanding shares of the capital stock of RENA shall surrender all such certificates to PSA for cancellation and upon such surrender shall receive in exchange therefor certificates representing the number of shares of common capital stock of PSA into which the same shall have been converted as set forth above. All shares of common capital stock of PSA so issued shall be deemed to be duly and validly issued, fully paid and non-assessable.
7. On the Effective Date, the stock transfer books of RENA shall be and shall be deemed to be closed and no transfer of shares of the capital stock of RENA shall thereafter be made, effected or consummated.
8. At the Effective Date, (a) the separate existence of RENA shall cease; (b) PSA shall possess all the rights, privileges, powers and franchises of RENA; (c) all the property, real, personal and mixed, and franchises of RENA and all debts due on whatever account to it, including any subscriptions to any of its shares and all other choses in action belonging to it, shall be taken and deemed to be transferred to and vested in PSA by operation of law and without further acts or deeds; (d) all such rights, privileges, powers and franchises, and all and every other interest of RENA shall be thereafter as effectually the property of PSA as they were of RENA; (e) the title to and interest in any real estate vested by deed, lease or otherwise in RENA shall not revert or be impaired; (f) PSA shall be responsible for all the liabilities and obligations of RENA, but the liabilities of RENA, or its shareholders, directors or officers shall not be affected by the merger, nor shall the rights of RENA, the officers and directors of RENA; and (g) at the expense of PSA, the officers or directors of RENA shall execute and deliver all such instruments and take all such actions as PSA may determine to be necessary or desirable in order to vest

in and confirm to PSA title to and possession of all such properties, assets, rights, privileges and franchises, and otherwise to carry out the purposes of this Plan of Merger.

9. This Plan of Merger may be terminated and the merger abandoned at any time prior to the Effective Date, whether before or after the approval thereof by the shareholders or the Board of Directors of RENA or PSA. In the event of such termination, written notice thereof shall forthwith be given by the terminating party to the other. Any such termination shall be without liability on the part of either of the parties, each of which shall bear its own expenses separately incurred in connection herewith, or of its directors, officers or shareholders in connection with this Plan of Merger.

10. Any number of counterparts of this Plan of Merger may be executed, each of which shall be deemed to be an original, but all of which taken together shall constitute but one instrument.

11. The Effective Date shall be December 31, 2007 at 11:00 p.m.

IN WITNESS WHEREOF, the parties have caused this Plan of Merger to be executed under their respective corporate seals and signed by their duly authorized officers.

RENA ENTERPRISES, INC.

By: 

Rolf D. Schmidt, President

PERFORMANCE SPORTS APPAREL, INC.

By: 

Rolf D. Schmidt, Chairman of the Board