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**DATE: 07/03/18**

**NAME: BLUE WAVE TECHNOLOGIES INC**

**TYPE OF FILING: MERGER**

**COST: \$70.00**

**RETURN: PLAIN COPY PLEASE**

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**ACCOUNT: FCA000000015**

**AUTHORIZATION: ABBIE/PAUL HODGE**

*Abbie Hodge*

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(Profit Corporations)

*(Attach additional sheets if necessary)*


Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or  
Director

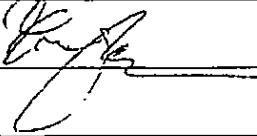
Typed or Printed Name of Individual & Title

Ivy Creative Labs Inc.



Xin Zhou, President

BLUEWAVE Technologies, Inc.



Xin Zhou, President

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## **AGREEMENT AND PLAN OF MERGER**

**July 2<sup>nd</sup>, 2018**

THIS AGREEMENT AND PLAN OF MERGER (this "**Agreement**") is submitted in compliance with Section 607.1104 of the Florida Statutes and in accordance with the Delaware General Corporation Law and is made by and between IVy Creative Labs, Inc., a Florida corporation ("**FL Company**"), and BLUEWAVE Technologies, Inc., a Delaware corporation and a wholly-owned subsidiary of the FL Company ("**DE Company**" and together with the FL Company, the "**Constituent Corporations**").

WHEREAS, the shareholders of the FL Company and the sole stockholder of the DE Company believe it is in the best interest of the Constituent Corporations for the FL Company to merge with and into the DE Company and for the DE Company to be the surviving corporation in the merger.

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained herein, the parties hereto agree as follows:

### **ARTICLE I**

#### **1.1 Names and Jurisdictions of Parent and Subsidiary Corporation.**

(a) **Parent.** The name and jurisdiction of the parent corporation owning 100% of the outstanding shares of the subsidiary corporation is IVy Creative Labs, Inc., a Florida corporation.

(b) **Subsidiary.** The name and jurisdiction of the subsidiary corporation is BLUEWAVE Technologies, Inc., a Delaware corporation.

### **ARTICLE II**

#### **2.1 Merger of FL Company with and into DE Company.**

(a) **Agreement to Acquire FL Company.** Subject to the terms of this Agreement, FL Company shall be merged with and into DE Company (the "**Merger**").

(b) **Effective Time of the Merger.** The Merger shall become effective upon the filing of a Certificate of Merger with the Delaware Secretary of State and Articles of Merger with the Florida Secretary of State. The time of such filings is referred to as the "**Effective Time**."

(c) **Surviving Corporation.** At the Effective Time, FL Company shall be merged into DE Company and the separate corporate existence of FL Company shall thereupon cease. DE Company shall be the surviving corporation in the Merger (the "**Surviving Corporation**") and shall succeed, without other transfer, to all the rights, privileges, powers, franchises and property of FL Company (including, without limitation, any and all of FL

Company's right, title and interest in the FL Company Intellectual Property) and shall be subject to all the debts and liabilities of FL Company in the same manner as if the Surviving Corporation had itself incurred them. For purposes of this Agreement, "**FL Company Intellectual Property**" means and includes, without limitation, any patent, patent application, invention (whether or not patentable), invention disclosure, know-how, trade secret, information, proprietary right, trademark (whether or not registered), any and all agreements or arrangements pertaining thereto, and any other intellectual property right of any kind or nature.

**2.2 Effects of the Merger; Additional Actions.** The Merger shall have the effects set forth in §607.1106 of the Florida Statutes and §259 of the Delaware General Corporation Law.

### **ARTICLE III**

**3.1 Name of Surviving Corporation.** The name of the Surviving Corporation shall be "BLUEWAVE Technologies, Inc."

**3.2 Certificate of Incorporation of Surviving Corporation.** At the Effective Time, the Certificate of Incorporation of the Surviving Corporation shall remain unchanged, until thereafter duly altered, amended or repealed as provided by applicable law.

**3.3 Bylaws of Surviving Corporation.** At the Effective Time, the Bylaws of the Surviving Corporation shall be the same as the Bylaws of DE Company immediately prior to the Effective Time, until thereafter duly altered, amended or repealed as provided by applicable law.

**3.5 Officers and Directors of Surviving Corporation.** At the Effective Time, the officers and directors of the Surviving Corporation shall be the same as the officers and directors of DE Company immediately prior to the Effective Time, until their successors shall have been elected or appointed and qualified.

### **ARTICLE IV**

#### **4.1 Effect on the Capital Stock**

(a) **FL Company.** At the Effective Time, by virtue of the Merger and without any action on the part of any party hereto or any holder thereof:

(i) **Common Stock.** Each share of the Common Stock, no par value per share, of FL Company issued and outstanding immediately prior to the Effective Time shall be exchanged for and converted into one fully paid and nonassessable share of the Common Stock of the Surviving Corporation, par value \$0.001 per share.

(ii) **Stock Certificates.** Following the Effective Time, each stock certificate of FL Company evidencing ownership of any such shares shall represent the right to receive such shares of capital stock of the Surviving Corporation as they are to receive in the Merger. Each stockholder shall promptly deliver to the Surviving

Corporation certificates evidencing shares of FL Company whereupon the Surviving Corporation shall deliver to them certificates evidencing such shares in the Surviving Corporation.

(b) **The Surviving Corporation.** The outstanding shares of the Surviving Corporation prior to the Merger shall be cancelled or terminated as of the Effective Time without consideration received in exchange therefor.

(c) **Dissenters' Rights, if applicable.**

(i) If applicable, shareholders of FL Company, who, except for the applicability of §607.1104 of the Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to §607.1321 of the Florida Statutes may be entitled, if they comply with the provisions of Chapter 607 of the Florida Statutes regarding the rights of dissenting shareholders, to be paid the fair market value of their shares.

(ii) Notwithstanding any provision herein to the contrary, if for any reason any holder of shares of the capital stock of FL Company shall become entitled to payment of the value of such shares pursuant to the provisions of §607-1301 *et. seq.* of the Florida Statutes by reason of the transactions contemplated by this Agreement, then such holder shall be entitled to receive such payment only and shall not be entitled to receive the consideration described in this Article.

## ARTICLE V

**5.1 Further Assurances.** From time to time, and when required by the Surviving Corporation or by its successors and assigns, the FL Company shall execute and deliver, or cause to be executed and delivered, such deeds and other instruments, and the FL Company shall take or cause to be taken such further and other action as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise, in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the FL Company and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are authorized fully in the name and on behalf of the FL Company or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

**5.2 Termination.** Notwithstanding the approval of this Agreement by the shareholders of FL Company and the stockholders of DE Company, to the extent permitted by law, this Agreement may be terminated and abandoned at any time prior to the Effective Time by mutual consent of the Boards of Directors of FL Company and DE Company.

**5.2 Amendment.** To the extent permitted by law, this Agreement may be amended by the Boards of Directors of FL Company and DE Company at any time before or after approval hereof by the shareholders of FL Company and the stockholders of DE Company, but, after such approval, no amendment shall be made that by law requires the further approval of

such shareholders/stockholders without obtaining such approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

**5.3 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.


[Signatures Appear on Following Page.]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.


**IVY CREATIVE LABS, INC.,**

a Florida corporation

By:   
Xin Zhou, President

**BLUEWAVE TECHNOLOGIES, INC.,**

a Delaware corporation

By:   
Xin Zhou, President