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MERGER OR SHARE EXCHANGE

Blue Chip Lacrosse Inc.

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Merger

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**STATE OF FLORIDA
ARTICLES OF MERGER**

between

MARYLAND LACROSSE ACADEMY, INC.,
a Maryland corporation

and

BLUE CHIP LACROSSE INC.,
a Florida corporationFILED
15 DEC 23 PM 4:21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THESE ARTICLES OF MERGER (the "Articles") are made and entered into on this 22nd day of December, 2015, by and between MARYLAND LACROSSE ACADEMY, INC., a Maryland corporation (the "Merging Corporation"), and BLUE CHIP LACROSSE INC., a Florida corporation (the "Surviving Corporation"), in accordance with Sections 607.1109 of the Florida Business Corporations Act:

FIRST: The exact name and street address of the principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
MARYLAND LACROSSE ACADEMY, INC. 8600 McDonogh Road Owings Mills, MD 21117	Maryland	Profit Corporation
BLUE CHIP LACROSSE INC. 1475 Via Del Sol Jupiter, FL 33477	Florida	Profit Corporation

Florida Document Number: P15000099660

SECOND: The Surviving Corporation shall be BLUE CHIP LACROSSE INC., a Florida corporation incorporated on December 16, 2015, under the general laws of the State of Florida, and the exact name and street address of its principal office are as follows:

BLUE CHIP LACROSSE INC.
1475 Via Del Sol
Jupiter, FL 33477

THIRD: The Merging Corporation has its principal office in the County of Baltimore, State of Maryland.

FOURTH: The Plan of Merger is attached.

FIFTH: The Merger shall become effective on December 31, 2015.

SIXTH: The Plan of Merger was adopted by the Sole Director and Sole Shareholder of the Merging Corporation on December 22, 2015.

SEVENTH: The Plan of Merger was adopted by the Sole Director and Sole Shareholder of the Surviving Corporation on December 22, 2015.

EIGHTH: The terms and conditions of the transaction set forth in the Plan of Merger which is incorporated into the Articles of Merger were advised, authorized, and approved by unanimous consent of the Directors and Shareholders of both the Merging Corporation and the Surviving Corporation.

NINTH: The Merging Corporation and the Surviving Corporation have the following capital structure:

MARYLAND LACROSSE ACADEMY, INC. 5,000 shares common stock, no par value

BLUE CHIP LACROSSE INC. 5,000 shares common stock, no par value

IN WITNESS WHEREOF, the Merging Corporation and the Surviving Corporation have caused these Articles of Merger to be executed by the President or authorized person of each party hereto, as of the date first set forth above.

MARYLAND LACROSSE ACADEMY, INC.,
a Maryland corporation

By: _____


Robert J. Reed, President

BLUE CHIP LACROSSE INC.,
a Florida corporation

By: _____


Robert J. Reed, President

AGREEMENT AND PLAN OF MERGER
OF
MARYLAND LACROSSE ACADEMY, INC.,
a Maryland corporation
AND
BLUE CHIP LACROSSE INC.,
a Florida corporation

AGREEMENT AND PLAN OF MERGER ("Agreement") dated as of December 22, 2015 between MARYLAND LACROSSE ACADEMY, INC., a Maryland corporation ("Target"), and BLUE CHIP LACROSSE INC., a Florida corporation ("Acquirer") (Target and Acquirer, collectively the "Corporations").

WHEREAS, Acquirer is a corporation organized under the laws of the State of Florida with its principal place of business located at 1475 Via Del Sol, Jupiter, Florida 33477; and

WHEREAS, Target is a corporation organized under the laws of the State of Maryland with its principal place of business located at 8600 McDonogh Road, Owings Mills, Maryland 21117; and

WHEREAS, Target and Acquirer desire to merge under and pursuant to the applicable provisions of the laws of the State of Florida and the State of Maryland which laws permit such a Merger and for such Merger to constitute a tax-free Merger and reorganization under § 368(a)(1)(F) of the Internal Revenue Code of the United States of America; and

WHEREAS, the directors and shareholders of both Corporations have determined that it is in the best interest of each Corporation to merge and such directors and shareholders have duly approved and authorized the execution and delivery of this Agreement and the business combination described herein in which Target will be merged into Acquirer.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. THE MERGER: EFFECTIVE TIME

Section 1.1 The Merger. Subject to the terms and conditions contained in this Agreement, at the Effective Time (as defined in Section 1.2) Target shall be merged with and into Acquirer and the separate existence of Target shall thereupon cease (the "Merger"). Acquirer shall be the surviving entity in the Merger (sometimes hereinafter referred to as the "Surviving Corporation"), shall be governed by the laws of the State of Florida, shall succeed to

all rights, assets, liabilities and obligations of Target, and the separate corporate existence of Target with all its rights, privileges, powers, immunities, purposes and franchises shall cease.

Section 1.2 Effective Time. The Merger shall become effective at 11:59 P.M. on December 31, 2015 (the "Effective Time") or at such later time which the parties hereto shall have agreed upon and designated in such filings as the Effective Time of the Merger.

II. ARTICLES OF INCORPORATION OF THE SURVIVING CORPORATION

Section 2.1 Certificate of Incorporation; Bylaws. The Certificate of Incorporation of Acquirer shall be the Certificate of Incorporation of the Surviving Corporation until further amended in accordance with its terms and the Florida Business Corporation Act (the "Act"). The Bylaws of Surviving Corporation in effect at the Effective Time shall be the Bylaws of the Surviving Corporation, until duly amended.

III. CONVERSION OF COMMON STOCK OF THE CORPORATION IN THE MERGER; NO APPRAISAL RIGHTS

Section 3.1 Conversion of Common Stock of Target. Immediately upon the Effective Time, each share of common stock of Acquirer issued and outstanding immediately prior to the Effective Time, shall by virtue of the Merger and without the surrender of certificates or any other action by the holder of such common stock, be converted into and exchangeable for an equal number of fully paid and nonassessable shares of common stock of Acquirer on a one-for-one basis. Upon such conversion, each share of common stock of Target issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be automatically canceled and retired and cease to exist.

Section 3.2 No Appraisal Rights. Holders of the common stock of Target do not and shall not have any dissenter's rights or appraisal rights under the Act or the in connection with the Merger.

IV. TERMINATION AND AMENDMENT

Section 4.1 Termination by Mutual Consent. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, before or after the approval of this Agreement by the mutual consent of each of the Corporations by action of their respective shareholders.

Section 4.2 Effect of Termination and Abandonment. In the event of termination of this Agreement and abandonment of the Merger pursuant to this Article IV, no party hereto (or any of its shareholders) shall have any liability or further obligation to any other party to this Agreement, except that nothing herein will relieve any party from liability for any breach of this Agreement.

Section 4.3 Amendment. The shareholders of each Corporation may amend this Agreement at any time prior to the filing of Articles of Merger with the Secretary of State of the State of Florida and the State of Maryland, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders of either of the Corporations shall not, without further approval by the shareholders, (i) alter or change the amount or kind of shares, securities, and/or rights to be received by Target shareholders in exchange for or on conversion of all or any of their shares of Target; (ii) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (iii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the shareholders of Acquirer. This Agreement shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto.

V. MISCELLANEOUS AND GENERAL

Section 5.1 Counterparts. For the convenience of the parties hereto, this Agreement may be executed in counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

Section 5.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.


Section 5.3 Entire Agreement etc. This Agreement (a) constitutes the entire agreement, and supersedes all other prior agreements and understanding, both written and oral, among the parties, with respect to the subject matter hereof, (b) is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder, and (c) shall not be assignable by operation of law or otherwise.

Section 5.4 Captions. The captions and headings used herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.


[This space intentionally left blank.]

IN WITNESS WHEREOF, this Agreement has been duly executed, sealed and delivered by the duly authorized officers of the parties hereto on the date first hereinabove written.

MARYLAND LACROSSE ACADEMY, INC., a Maryland corporation

By: 
Robert J. Reed, President

BLUE CHIP LACROSSE INC., a Florida corporation

By: 
Robert J. Reed, President