

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
OFFICE OF THE CLERK
1300 E MAIN ST
RICHMOND, VA 23219
(804) 371-9733
1-866-722-2551 Toll-free in Virginia**

Expedited Service Request Form

This form MUST be completed and placed on top of EACH document submission (so it can be readily identified as a request for expedited review and processing).

Name of Corporation or Company (etc.): (Must be typed for Email option.) Great Falls Athletic Association		SCC ID No. (If known): 0171630-7		
Customer Contact Information: Firm: <u>McGuireWoods LLP</u> Attn: <u>Janis A. Paiva, Senior Paralegal</u> Address: <u>800 East Canal Street</u> <u>Richmond</u> (city or town) <u>VA</u> (state) <u>23219</u> (zip code) Telephone: (<u>804</u>) <u>775</u> - <u>7880</u> ext <u> </u> Email: <u>JPAIVA@MCGUIREWOODS.COM</u>		Send Evidence of Expedited Filing By: (Choose <u>one</u>) ☐ Email (Only available for Categories A, C and D) Two typed originals of this form <u>must</u> be submitted for Email option. See "Return of Evidence" in the Instructions. ☒ Hold for Pickup (Available at 4:00 p.m.) ☐ First-Class Mail ☐ USPS Express Mail (Prepaid envelope required.) ☐ Overnight via ☐ UPS ☐ Fed Ex (Completed waybill required. For Fed Ex, the waybill must be computer-generated with a barcode.)		
~~ See Information & Instructions for description of Categories. ~~				
Expedited Service Requested: (mark service requested)		*** Expedite Fee: *** (other fees may be needed – see footnote)		
☒ Category A Expedite Business Entity Document listed in Schedule A ☐ Same Day Service (Received by 10:00 a.m.) ☒ Next Day Service (Received by 2:00 p.m.)		\$ 200 \$ 100		
☐ Category B Preliminary Review of Document listed in Schedule A (2nd Business Day Service Only – Received by 2:00 p.m.) ☐ Resubmission within 30 Days of initial Pre-Review		\$ 50 (N/C)		
☐ Category C Expedite Business Entity Document listed in Schedule C (Next Day Service Only – Received by 2:00 p.m.)		\$ 50		
☐ Category D Expedite Application for Reinstatement (Next Day Service Only – Received by 2:00 p.m.)		\$ 50		
I/O ☐				

*** Submit one payment for all applicable fees (e.g., charter/entrance, reinstatement, filing **and** expedite fees)

REVIEW THE INSTRUCTIONS BEFORE SUBMITTING THIS FORM.

McGUIREWOODS

Janis A. Paiva
Direct Dial: (804) 775-7880
jpaiva@mcguirewoods.com

March 29, 2018

BY HAND

Mrs. Kimberly Book
State Corporation Commission
The Tyler Building - 1300 East Main Street
Richmond, Virginia 23219

REQUEST FOR NEXT DAY EXPEDITED SERVICE
Merger of Reston Soccer Association, Inc.
(SCC ID# 0179635-8)
with and into
Great Falls Athletic Association-SCC ID#0171630-7)

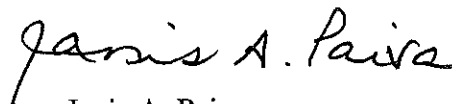
Dear Kim:

Enclosed please find **Articles of Merger**, merging **Reston Soccer Association, Inc.** (a Virginia nonstock corporation) with and into **Great Falls Athletic Association** (a Virginia nonstock corporation) which is the surviving entity, together with our check in the amount of \$125.00 to cover the applicable filing fee (\$25.00) and **NEXT day expedited service fee** (\$100) for the merger.

Please make these Articles of Merger effective as of March 31, 2018 at 11:59 p.m. I will send our courier at 4:00 pm on Friday, March 30th to pick up the Certificate of Merger. Please call me at (804) 775-7880 if there are any questions or concerns.

Thank you for your assistance in these matters.

Very truly yours,



Janis A. Paiva
Senior Paralegal

JAP/

Enclosures

cc: Bryce D. Jewett, III, Esq.

MCGUIREWOODS LLP

VENDOR: STACOR

CHECK NO.: 654963

REF. #	INV. #	DATE	INVOICE AMOUNT	INVOICE DESCRIPTION	AMOUNT PAID
2432590	032718A	03-27-18	125.00	CRINV Pick Paiva, Janis. RIC SCC expedited filing fee for merger documents	125.00

Total Amount of Check: 125.00

THIS CHECK IS VOID WITHOUT A BLUE & GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW

CHECK DATE
03/27/18Bank of America
Atlanta, GA

VOID AFTER 180 DAYS

ONE HUNDRED TWENTY-FIVE AND 00/100 Dollars

McGUIREWOODS
GATEWAY PLAZA
800 EAST CANAL STREET
RICHMOND, VA 23219-3918
www.mcguirewoods.com

CHECK NO. 654963

64-1278
611 GA

CHECK AMOUNT

*****125.00

PAY
TO THE
ORDER
OFVIRGINIA STATE CORPORATION COMMISSION
Clerk's Office
1300 East Main Street
Richmond, VA 23219

TWO SIGNATURES REQUIRED IF OVER \$10,000.00

AUTHORIZED SIGNATURE

SIGNATURE HAS A COLORED BACKGROUND • BORDER CONTAINS MICROPRINTING

⑈654963⑈

⑆061112788⑆ 003299809972⑈

ARTICLES OF MERGER
merging
RESTON SOCCER ASSOCIATION, INC.
(a Virginia nonstock corporation)
with and into
GREAT FALLS ATHLETIC ASSOCIATION
(a Virginia nonstock corporation)

Pursuant to § 13.1-894 and § 13.1-896 of the Virginia Nonstock Corporation Act, the undersigned corporations execute the following Articles of Merger:

1. The Merger. The Agreement and Plan of Merger (the “Plan”), attached hereto as Exhibit A and made a part of these Articles of Merger, provides for the merger (the “Merger”) of Reston Soccer Association, Inc., a Virginia nonstock corporation (“Reston”) with and into Great Falls Athletic Association, a Virginia nonstock corporation (“Great Falls”).

2. Surviving Corporation. Great Falls will be the surviving corporation of the Merger (the “Surviving Corporation”).

3. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation shall be amended and restated in the form attached as Exhibit A to the Plan.

4. Board Adoption.

(a) Great Falls’ Board of Directors adopted and approved the Plan by unanimous written consent effective as of March 7, 2018.

(b) Reston’s Board of Directors adopted and approved the Plan by a vote of more than two-thirds (2/3) of the directors at a duly held meeting of the Board of Directors held effective as of March 8, 2018.

5. Member Approval.

(a) The Plan was duly submitted to the Great Falls members by the Board of Directors in accordance with the provisions of Title 13.1, Chapter 10 of the Code of Virginia, and at meeting held on March 7, 2018. The total number of votes cast for and against the plan by the sole voting group entitled to vote was:

Total votes **FOR** Total votes **AGAINST**

130

19

The number of votes cast for the Plan by the sole voting group was sufficient for approval.

(b) The Plan was duly submitted to the Reston members by the Board of Directors in accordance with the provisions of Title 13.1, Chapter 10 of the Code of Virginia, and at meeting held on March 8, 2018. The total number of votes cast for and against the plan by the sole voting group entitled to vote was:

Total votes FOR	Total votes AGAINST
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103	23
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The number of votes cast for the Plan by the sole voting group was sufficient for approval.

6. Effective Time. Pursuant to the Plan, these Articles of Merger shall become effective at 11:59 p.m. on March 31, 2018.

[Next Page is Signature Page]

IN WITNESS WHEREOF, the undersigned hereby execute these Articles of Merger as of the 28th day of March, 2018.

GREAT FALLS ATHLETIC ASSOCIATION

By: Will Simonds Jr.
Name: WILL SIMONDS JR.
Title: CEO

SCC ID No.: 0171630-7

RESTON SOCCER ASSOCIATION, INC.

By: _____
Name:
Title:

SCC ID No.: 0179635-8

IN WITNESS WHEREOF, the undersigned hereby execute these Articles of
Merger as of the 28th day of March, 2018.

GREAT FALLS ATHLETIC ASSOCIATION

By: _____
Name:
Title:

SCC ID No.: 0171630-7

RESTON SOCCER ASSOCIATION, INC.

By: Richard Stetson
Name: RICHARD STETSON
Title: PRESIDENT

SCC ID No.: 0179635-8

Exhibit A

Plan of Merger

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made as of the 28th day of March, 2018 by and between Great Falls Athletic Association, a Virginia nonstock corporation d/b/a Great Falls Soccer Club ("Great Falls") and Reston Soccer Association, Inc., a Virginia nonstock corporation ("Reston").

WITNESSETH:

WHEREAS, the respective Boards of Directors of Great Falls and Reston deem it advisable and in the best interests of each corporation to consummate the merger of the parties to this Agreement on the terms and subject to the conditions of this Agreement;

WHEREAS, the merger of Reston with and into Great Falls shall be effected by the terms of this Agreement through a merger as outlined below (the "Merger");

WHEREAS, in furtherance thereof, the respective Boards of Directors of Great Falls and Reston have approved the Merger, pursuant to which Reston will be merged with and into Great Falls on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, Great Falls and Reston are both nonstock corporations with members having voting rights with respect to the Merger; and

WHEREAS, the requisite number of voting members of each of Great Falls and Reston have also approved the Merger in accordance with the Virginia Nonstock Corporation Act (the "Act").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I THE MERGER

1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Act, Reston shall be merged with and into Great Falls at the Effective Time (as defined in Section 1.2 below). Upon consummation of the Merger, the separate corporate existence of Reston shall cease and Great Falls shall continue as the surviving corporation of the Merger (the "Surviving Corporation").

1.2 Effective Time. At the closing of the Merger, the parties shall file or cause to be filed Articles of Merger (the "Articles") in such form as is required by and executed in accordance with the relevant provisions of the Act. In the Articles to be filed with the Commonwealth of Virginia's State Corporation Commission, the parties shall request that the Merger become effective as of 11:59 p.m. on March 31, 2018 (the date and time the Merger becomes effective being the "Effective Time").

1.3 Effects of the Merger. At and after the Effective Time, the Merger will have the effects set forth in the Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of Great Falls and Reston shall be vested in the Surviving Corporation, and all debts, liabilities and duties of Great Falls and Reston shall be the debts, liabilities and duties of the Surviving Corporation.

1.4 Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation shall be amended and restated in the form attached hereto as Exhibit A, which shall be the Articles of Incorporation of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable law.

1.5 Bylaws. The Bylaws of the Surviving Corporation shall be amended and restated in the form attached hereto as Exhibit B, which shall be the Bylaws of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable law.

ARTICLE II TERMS AND CONDITIONS

2.1 Board Approval. The Merger and this Agreement have been approved by the Boards of Directors of each of Great Falls and Reston.

2.2 Member Approval.

(a) The form of this Agreement was duly submitted to the Great Falls members by Great Falls' Board of Directors in accordance with the provisions of Title 13.1, Chapter 10 of the Code of Virginia, and at meeting held on March 7, 2018, the number of votes cast for this Agreement and the Merger by each Great Falls voting group was sufficient for approval by that voting group.

(b) The form of this Agreement was duly submitted to the Reston members by Reston's Board of Directors in accordance with the provisions of Title 13.1, Chapter 10 of the Code of Virginia, and at meeting held on March 8, 2018, the number of votes cast for this Agreement and the Merger by each Reston voting group was sufficient for approval by that voting group.

2.3 Merger Consideration. There shall be no consideration paid to either party as a result of the Merger. The membership interests of Great Falls and Reston shall be converted into membership interests in the Surviving Corporation such that each member of Great Falls and each member of Reston immediately prior to the merger shall become members of the Surviving Corporation with the designations, qualifications and rights set forth in the Articles of Incorporation of the Surviving Corporation.

2.4 Further Assurances. At and after the Effective Time, the officers and directors of the Surviving Corporation will be authorized to execute and deliver, in the name and on behalf of Great Falls and/or Reston, any deeds, bills of sale, assignments or

assurances and to take and do, in the name and on behalf of Great Falls and/or Reston, any other actions and things to vest, perfect or confirm of record or otherwise in the Surviving Corporation any and all right, title and interest in, to and under any of the rights, properties or assets acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger.

2.5 Conduct of Business of the Parties Pending the Merger. Each party covenants and agrees that, during the period from the date hereof to the Effective Time and except as otherwise agreed to in writing by all of the parties or as expressly contemplated by this Agreement, the operation of the business of each party shall be conducted only in, and each party shall not take any action except in, the ordinary course of business and in a manner consistent with past practice and in compliance with applicable laws; and each party, except as expressly contemplated by this Agreement, shall use its commercially reasonable efforts to preserve substantially intact its business organization, to keep available the services of the present officers, employees and consultants and to preserve its present relationships with such of the donors, suppliers, licensors, licensees, lessors or distributors with which any party has significant business relations.

2.6 Reasonable Best Efforts. Subject to the terms and conditions of this Agreement, each party will use its reasonable best efforts to prepare and file as promptly as practicable all documentation to effect all necessary applications, notices, petitions, filings, and other documents and to obtain as promptly as practicable all consents, waivers, licenses, orders, registrations, approvals, permits, and authorizations necessary or advisable to be obtained from any third party and/or any governmental authority in order to consummate the Merger or any of the other transactions contemplated by this Agreement. Upon the terms and subject to the conditions hereof, each party will use its commercially reasonable efforts to take, or cause to be taken, all actions, to do, or cause to be done, all things reasonably necessary to consummate the transactions contemplated hereby.

2.7 Amendment and Abandonment. Subject to the provisions of the Act, this Agreement and Plan of Merger may be terminated and the Merger abandoned prior to the Effective Time by the Board of Directors of either Great Falls or Reston.

2.8 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia without regard to its choice of law provisions.

[Next Page is Signature Page]

IN WITNESS WHEREOF, the parties have caused this Agreement and Plan of Merger to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

GREAT FALLS ATHLETIC ASSOCIATION

By: Will Smonds
Name: WILL SMONDS
Title: CEO

RESTON SOCCER ASSOCIATION, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Agreement and Plan of Merger to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

GREAT FALLS ATHLETIC ASSOCIATION

By: _____
Name:
Title:

RESTON SOCCER ASSOCIATION, INC.

By: Richard Shelton
Name: RICHARD SHELTON
Title: PRESIDENT

EXHIBIT A

Surviving Corporation's Articles of Incorporation

**GREAT FALLS-RESTON SOCCER CLUB
AMENDED AND RESTATED ARTICLES OF INCORPORATION**

Article I: Name

The name of the corporation is Great Falls-Reston Soccer Club (hereinafter referred to as the "Corporation"), a Virginia nonstock corporation.

Article II: Purpose and Powers

The Corporation is organized and shall be operated exclusively for charitable, religious, educational, and scientific purposes within the meaning of section 501(c)(3) of the Internal Revenue Code. Without limiting or expanding the foregoing, the purpose of the Corporation is to provide a wholesome, well-organized medium to teach soccer skills, teamwork, and good sportsmanship and contribute to the general health and social well-being of all participants; provided, however, that such purpose shall not limit the ability of the Corporation to carry out any other charitable, religious, educational, and scientific purposes within the meaning of section 501(c)(3) of the Internal Revenue Code.

Article III: Limitations

At all times, the following shall operate as conditions restricting the operations and activities of the Corporation:

1. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, trustees, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof.

2. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Article IV: Members and Directors

The Corporation shall have one or more classes of members with such designations, qualifications and rights as set forth in the Corporation's bylaws ("Bylaws"). The members shall not have voting rights except as set forth in the Bylaws. The business and affairs of the Corporation shall be managed by the Board of Directors. The number and qualifications for directors of the Corporation shall be fixed in the Bylaws.

At the first annual meeting of the Board of Directors held after March 31, 2018, the number of directors, except for the Executive Director, shall be divided into three (3) staggered classes of directors with each group containing one-third of the total, as nearly equal in number as possible. The terms of the directors in the first group shall expire at the first annual meeting of the Board of Directors after their appointment, the terms of the directors in the second group shall expire at the second annual meeting of the Board of Directors after their appointment, and the terms of the

directors in the third group shall expire at the third annual meeting of the Board of Directors after their appointment. Thereafter, at each annual meeting of the Board of Directors, one group of directors shall be elected by the Board of Directors for a term of three years, to succeed those whose terms expire. No individual shall be elected as a director without his or her prior consent.

Article V: Initial Directors

The number of directors constituting the initial Board of Directors is eight (8). The name and address of each initial director is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Richard Shelton	1327 Vintage Place Reston, Virginia 20194
Ashi Chaturvedula	204 Falcon Ridge Road Great Falls, Virginia 22066
Mark West	1125 Walker Road Great Falls, Virginia 22066
Frederick Rothmeijer	907 Falls Manors Court Great Falls, Virginia 22066
Miguel Jansen	10810 Winter Corn Lane Reston, Virginia 20191
Ramon Pardo	1636 Chimney House Rd Reston, Virginia 20190
Hillary Winstanley	11408 Links Drive Reston, Virginia 20190
William Simonds	10300 Georgetown Pike Great Falls, Virginia 22066

Article VI: Registered Office and Registered Agent

The name of the Corporation's registered agent is Ashi Chaturvedula.

The Corporation's initial registered office address is 204 Falcon Ridge Road, Great Falls, Virginia 22066. The registered office is physically located in the County of Fairfax.

Article VII: Actions Without a Meeting by the Board and Members

Action required or permitted to be taken by the Board of Directors may be taken without a meeting by fewer than all of the directors if consistent with the provisions of the Act. Further actions required or permitted to be taken by the members may be taken without a meeting and

without prior notice by votes of no fewer members than would be necessary to authorize such action if consistent with the provisions of the Act.

Article VIII: Dissolution

Upon the dissolution of the Corporation, and after all of its liabilities and obligations have been paid, satisfied, and discharged, or adequate provisions made therefor, all of the Corporation's remaining assets shall be distributed to one or more organizations, selected by the Board of Directors of the Corporation in its sole discretion, that are organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes within the meaning of section 501(c)(3) and 170(c)(2)(B) of the Internal Revenue Code or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

Article IX: Limit on Liability and Indemnification

To the fullest extent allowable under applicable law, no officer or director of the Corporation shall be personally liable for the debts or obligations of the Corporation of any nature whatsoever, nor shall any of the property or assets of the officers or directors be subject to the payment of the debts or obligations of the Corporation.

To the fullest extent allowable under applicable law, the Corporation shall, without the requirement of any additional authorization by the Board of Directors, indemnify and advance expenses to any directors, officers, incorporators and employees ("Indemnified Party") of the Corporation for any liability arising out of or relating to the duties of the Indemnified Party to the Corporation and the affairs of the Corporation. Further, the Corporation shall not (i) at any time that the Corporation has or is seeking such status, make any payment that would adversely affect the Corporation's status as an organization described under Section 501(c)(3) of the Code or (ii) make any payment that would be treated as an excess benefit transaction under Section 4958 of the Code.

Neither any amendment nor repeal of this Article IX, nor the adoption of any provision of the Corporation's Articles of Incorporation inconsistent with this Article IX, shall eliminate or reduce the effect of this Article IX in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this Article IX, would accrue or arise, prior to such amendment, repeal, or adoption of an inconsistent provision.

Article X: Internal Revenue Code

Each reference in these Articles of Incorporation to a section of the Internal Revenue Code means such section of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any subsequent federal tax law.

EXHIBIT B

Surviving Corporation's Bylaws