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MERGER OR SHARE EXCHANGE

Fairway Consulting Group, Inc.

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EXAMINER

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ARTICLES OF MERGER
OF
FAIRWAY ACQUISITION, INC.
INTO
FAIRWAY CONSULTING GROUP, INC.

Pursuant to Section 607.1105 of the
Florida Business Corporation Act

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TALLAHASSEE, FLORIDA

THESE ARTICLES OF MERGER (the "Articles") are entered into among Fairway Acquisition, Inc., a Florida corporation ("Fairway"), and Fairway Consulting Group, Inc., a Florida corporation ("Consulting") (Fairway Acquisition and Fairway Consulting may be collectively referred to herein as the "Constituent Corporations").

Under Section 607.1105 of the Florida Business Corporation Act (the "Act"), Fairway and Consulting hereby adopt the following Articles of Merger:

1. The Agreement and Plan of Merger dated July 15, 2009 ("Plan of Merger"), between Fairway and Consulting was approved and adopted by the Shareholders and Board of Directors of the Constituent Corporations on July 15, 2009, as required by and in accordance with the provisions of the Act.

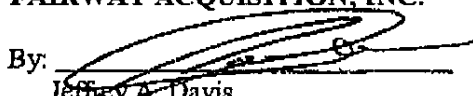
2. Under the Plan of Merger, all of the outstanding shares of common stock, par value \$1.00 per share of Consulting that are issued and outstanding immediately prior to the filing of these Articles (collectively, the "Common Stock"), shall be converted into the right to receive the consideration (the "Merger Consideration"), set forth in the Plan of Merger, attached as Exhibit A and incorporated by reference as if fully set forth.

3. Under the Plan of Merger, Consulting will be the surviving corporation, and Fairway will cease to exist (the "Merger"). The Articles of Incorporation and By-laws of Fairway shall be the Articles of Incorporation and By-laws of the surviving entity.

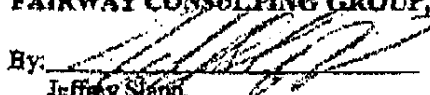
4. The effective date of the Merger shall be the date these Articles of Merger are filed with the Secretary of State of Florida.

IN WITNESS WHEREOF, the parties have executed these Articles of Merger this 15th day of July 2009.

FAIRWAY ACQUISITION, INC.

By: 
Jeffrey A. Davis,
President and Secretary

FAIRWAY CONSULTING GROUP, INC.

By: 
Jeffrey Slapp,
President and Secretary

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EXHIBIT A
TO ARTICLES OF MERGER

PLAN OF MERGER

THIS PLAN OF MERGER, dated as of July 15, 2009, is entered into among FAIRWAY ACQUISITION, INC., a Florida corporation ("Fairway Acquisition") and FAIRWAY CONSULTING GROUP, INC., a Florida corporation ("Fairway Consulting") (Fairway Acquisition and Fairway Consulting may be collectively referred to herein as, the "Constituent Corporations").

RECITALS:

WHEREAS, Fairway Acquisition is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, Fairway Consulting is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, the shareholders and the Board of Directors of Fairway Consulting have determined that it is advisable and in the best interests of Fairway Consulting that, subject to the terms and conditions of that certain Agreement and Plan of Merger entered into by and among the shareholders, Fairway Acquisition and Fairway Consulting of even date herewith (the "Merger Agreement"), Fairway Acquisition merge with and into Fairway Consulting upon the terms and conditions of the Merger Agreement; and

WHEREAS, the shareholders and Board of Directors of Fairway Acquisition have determined that it is advisable and in the best interests of Fairway Acquisition that, subject to the terms and conditions of the Merger Agreement, Fairway Acquisition merge with and into Fairway Consulting, upon the terms and conditions of the Merger Agreement; and

WHEREAS, the Constituent Corporations have duly adopted and approved this Plan of Merger in accordance with the provisions of the Florida Business Corporations Act (the "Act");

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Constituent Corporations hereby agree as follows:

1. **Merger.** On the Effective Date, Fairway Acquisition shall be merged (the "Merger") with and into Fairway Consulting. Fairway Consulting shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation"), and the separate existence of Fairway Acquisition shall cease. The Merger shall become effective immediately upon the filing of Articles of Merger with the Secretary of State of the State of Florida (such date being, the "Effective Date").

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2. Name. The name of the Surviving Corporation shall be Fairway Consulting Group, Inc.

3. Governing Documents.

(a) The Articles of Incorporation of Fairway Acquisition, shall be the same as the Articles of Incorporation of the Surviving Corporation without further change or amendment.

(b) The By-laws of Fairway Acquisition shall be the same as the By-laws of the Surviving Corporation without change or amendment until thereafter amended, in accordance with the provisions thereof and applicable law.

4. Succession. On the Effective Date, the corporate identity, property, purposes, powers, franchises, rights and obligations of Fairway Acquisition shall be transferred to, vest in, and be merged with Fairway Consulting, without further act or deed.

5. Cancellation of Common Stock. On the Effective Date, by virtue of the Merger and without any action on the part of the Constituent Corporations, all of the outstanding shares of common stock, par value \$1.00 per share of Fairway Consulting that are issued and outstanding immediately prior to the Effective Date (collectively, the "Common Stock") shall be converted into the right to receive the Merger Consideration as set forth in the Merger Agreement.

IN WITNESS WHEREOF, the Constituent Corporations have each caused this Plan of Merger to be signed by their respective duly authorized officers and delivered this 15th day of July, 2009.

FAIRWAY ACQUISITION, INC.

By: _____

Jeffrey A. Davis,
President

FAIRWAY CONSULTING GROUP, INC.

By: _____

Jeffrey Slapp,
President and Secretary

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