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**MERGER OR SHARE EXCHANGE**

Compass Consulting Group, Inc.

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## **ARTICLES OF MERGER**

**THESE ARTICLES OF MERGER** are submitted to merge the following Florida profit corporations in accordance with Florida Statutes §607.1104.

1.0 **Parties.** The exact name, entity type, and jurisdiction for each merging party are as follows:

<b><u>Name</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Entity Type</u></b>
First Coast Premier Group, Inc. (hereinafter referred to as "FCPG") (Parent Corporation)	Florida	Corporation
Compass Consulting Group, Inc. (hereinafter referred to as "CCG") (Wholly owned Subsidiary of FCPG)	Florida	Corporation

2.0 **Surviving Entity.** The surviving entity shall be Compass Consulting Group, Inc., a Florida Corporation (hereinafter referred to as "CCG").

3.0 **Approval.** The attached Plan and Agreement of Merger was approved by each Florida profit corporation that is a party to the merger in accordance with the applicable provisions of Chapters 607 of the Florida Statutes. These Articles of Merger were unanimously approved by the directors and shareholders of FCPG and CCG on December 31, 2008.

4.0 **Effective Date.** For state law and federal income tax purposes, the Effective Date of the merger shall be December 31, 2008.

5.0 **Articles of Incorporation.** The Articles of Incorporation of CCG shall be the Articles of Incorporation of the surviving entity following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof. Such Articles of Incorporation shall constitute the Articles of Incorporation of CCG separate and apart from these Articles of Merger and may be separately certified as the Articles of Incorporation of CCG.

6.0 **Further Assurance of Title.** If at any time CCG shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to CCG any right, title, or interest of FCPG held immediately prior to the Effective Date, FCPG and its proper

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officers and directors shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in CCG as shall be necessary to carry out the purposes of these Articles of Merger, and CCG through its Officers, as directed by its Board of Directors are fully authorized to take any and all such action in the name of CCG or otherwise.

**7.0 Exchange of Existing Stock.** As of the Effective Date and immediately prior to the merger, FCPG has ten thousand (10,000) issued and outstanding shares of common stock of a single class. FCPG does not have any other issued and outstanding shares of stock of any class or kind. Upon the Effective Date, all of the issued and outstanding shares of common stock of FCPG shall be retired and canceled and one (1) fully paid and non-assessable share of the outstanding common stock of CCG shall be issued to each stockholder of FCPG in exchange for each share of common stock of FCPG owned by the stockholder.

**8.0 Conversion of Outstanding Stock.** Upon the Effective Date of the merger, each of the issued and outstanding shares of common stock of FCPG and all rights in respect thereof shall be converted into one fully paid and non-assessable share of the outstanding common stock of CCG as provided above, with all rights and interests provided therein. Each certificate nominally representing ownership of FCPG shall for all purposes be deemed to evidence the ownership of shares of CCG. The holders of such certificates shall not be required immediately to surrender the same in exchange for interests of CCG but, as certificates nominally representing shares of FCPG, CCG will cause to be issued therefor certificates for the appropriate number of interests of the outstanding common stock of CCG. Furthermore, all of the issued and outstanding common stock of CCG held by FCPG shall be converted to treasury stock.

**9.0 Book Entries and Taxes.** FCPG and CCG will treat the merger of FCPG into CCG as a reorganization of a single operating entity as provided in §368(a)(1)(F). Since the merger constitutes the reorganization of a single operating entity as provided in §§368(a)(1)(F), CCG shall be identified by and retain the Employer Identification Number (EIN) of FCPG. As of the Effective Date the assets and liabilities of FCPG shall be recorded on the books of CCG at the amounts at which they were carried on the books of FCPG, immediately prior to the Effective Date.

**10.0 Directors.** The directors of CCG following the Effective Date shall be as follows:

William P. Myers  
645 Treehouse Circle  
St. Augustine, FL 32095

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Robert K. Heath  
6556 Pitts Road  
Jacksonville, FL 32219

James G. Poole  
1212 Trailwood Drive  
Neptune Beach, FL 32266

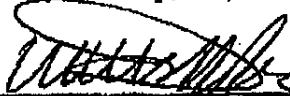
John K. Harman  
641 Treehouse Circle  
St. Augustine, FL 32095

11.0 Amendment. These Articles of Merger cannot be altered or amended, except pursuant to an instrument in writing signed by all of the parties hereto.

**EXECUTION**

On this 31st day of December, 2008, William P. Myers, as president of First Coast Premier Group, Inc., a Florida corporation, declares under penalties of perjury that the facts stated herein are true and correct.

First Coast Premier Group, Inc., a Florida Profit Corporation

By:   
William P. Myers, as its president

On this 31st day of December, 2008, William P. Myers, as president of Compass Consulting Group, Inc., a Florida corporation, declares under penalties of perjury that the facts stated herein are true and correct.

Compass Consulting Group, Inc., a Florida Profit Corporation

By:   
William P. Myers, as its president

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## **PLAN AND AGREEMENT OF MERGER**

THIS PLAN AND AGREEMENT OF MERGER is executed on the 31st day of December, 2008, by and between First Coast Premier Group, Inc., a Florida corporation (hereinafter referred to as "FCPG") and Compass Consulting Group, Inc., a Florida corporation (hereinafter referred to as "CCG").

The Parties to this Plan and Agreement of Merger agree as follows:

### **ARTICLE 1.0 MERGER OF FCPG INTO CCG**

Upon the effective date (as defined in Article 4.0) FCPG shall be merged with and into CCG and the separate existence of FCPG shall cease. CCG (the Surviving Entity) shall continue its legal existence under, and shall be governed by, the laws of the State of Florida. The address of the registered or principal office of the Surviving Entity in Florida is 4348 Southpoint Blvd., Suite 201, Jacksonville FL 32216 and the mailing address of the Surviving Entity is 4348 Southpoint Blvd., Suite 201, Jacksonville FL 32216.

### **ARTICLE 2.0 CERTIFICATE OF ORGANIZATION**

The Articles of Incorporation of CCG as amended shall be the Articles of Incorporation of the Surviving Entity following the effective date, until the same shall be altered, amended or repealed in the manner prescribed by law, and the terms and provisions thereof are hereby incorporated in this Agreement with the same force and effect as though herein set forth in full.

### **ARTICLE 3.0 STATUS AND CONVERSION OF STOCK**

On the effective date and immediately prior to the merger, FCPG has Ten-Thousand (10,000) issued and outstanding shares of common stock of a single class. Upon the merger all of the issued and outstanding shares of common stock currently held by the shareholders of FCPG shall be retired and terminated and in exchange for each share of common stock, the shareholders of FCPG shall receive one (1) fully paid and non-assessable share of common stock of CCG. After the effective date, each shareholder of FCPG may surrender their shares to CCG and shall be entitled to receive in exchange therefor a certificate or statement representing their appropriate number of shares of common stock in CCG. As of the effective date, immediately prior to the merger, the outstanding shares of common stock of FCPG shall be held as follows:

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SHAREHOLDER	# OF SHARES
William P. Myers	7,386
Kyle Heath	2,114
Greg Poole	500

Immediately after the merger, each Shareholder shall own the same number of shares of the issued and outstanding common stock of CCG, as previously owned shares of FCPG. All of the issued and outstanding common stock of CCG owned by FCPG shall be converted to treasury stock.

#### **ARTICLE 4.0 SHAREHOLDERS APPROVAL; EFFECTIVE DATE**

This Agreement shall be submitted for approval to all shareholders of FCPG and CCG, respectively, at meetings thereof held on or prior to the effective date, (or such later date as the respective boards of directors shall mutually approve), called and held separately in accordance with Florida law, as applicable. This Plan and Agreement of Merger shall be effective immediately upon its execution. For state law and federal income tax purposes the effective date of the merger shall be December 31, 2008.

#### **ARTICLE 5.0 FURTHER ASSURANCE**

Before the effective date, FCPG and CCG shall, subject to the terms and conditions of this Agreement, take all actions as shall be necessary or appropriate in order to effectuate the merger as provided in this Agreement. In case, at any time after the effective date, CCG shall determine that any further action or instruments of conveyance are necessary or desirable in order to vest in and confirm to CCG full title to and possession of all the properties, assets, rights, privileges and obligations of FCPG, then the persons who were the directors, officers and shareholders of FCPG as of the effective date shall take all such action and execute and deliver all such instruments as CCG may so determine to be necessary or desirable.

#### **ARTICLE 6.0 CERTAIN EFFECTS OF MERGER**

##### **6.1 Corporate and State Law Matters.**

On the effective date, all the rights, privileges, powers and franchises, of a public as well as of a private nature, of FCPG shall be possessed by CCG subject to the obligations and duties of FCPG and all property, real, personal and mixed owned by and all debts due to FCPG on whatever account shall be vested in CCG and shall thereafter be as effectually the property of CCG as they were of FCPG and the title to any real estate

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vested in FCPG, shall thereafter be as effectually the property of CCG as they were of FCPG; as provided in Florida Statutes Section 607.1106 and all liens upon any property of FCPG shall be preserved unimpaired, and all debts, liabilities and duties of FCPG shall upon the effective date attach to CCG and may be enforced against CCG to the same extent as if such debts, liabilities and duties had been incurred or contracted by CCG.

#### 6.2 Federal Tax Issues.

For income tax purposes FCPG is classified as a "S corporation" as provided in IRC Section 1361(a)(1).

For income tax purposes CCG is a Qualified S Corporation Subsidiary of FCPG as as provided in IRC Section 1361(b)(3).

In accordance with IRC Section 1361(b)(3)(A) for federal income tax purposes CCG has not been treated as a separate corporation and all assets, liabilities, and items of income, deduction, and credit of CCG have been treated as assets, liabilities and such items of FCPG, a single operating entity for federal income tax purposes.

FCPG and CCG will treat the merger of FCPG into CCG as a reorganization of a single operating entity as provided in §368(a)(1)(F).

At all times since its incorporation, CCG has been identified by and used the EIN of its parent, FCPG.

Since the merger constitutes the reorganization of a single operating entity as provided in §368(a)(1)(F), CCG shall be identified by and retain the Employer Identification Number (EIN) of FCPG.

#### 6.3 Interim Business Activities.

From and after the effective date of this agreement to the effective date of the merger, FCPG and CCG shall both conduct their respective businesses and operations in its usual, regular and ordinary course of business consistent with past practice and shall use reasonable efforts to preserve intact their goodwill, maintain in effect all existing material qualifications, licenses, permits, approvals and other authorizations necessary for it to conduct business, keep available the services of their directors, officers and key employees and preserve existing relationships with all clients, insurance companies and other service providers with whom each conducts business. From the date of the execution of this plan and agreement of merger until the effective date of the merger, the employees, agents and representatives of FCPG may hold themselves out as agents or representatives of CCG.

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#### **ARTICLE 7.0 REGISTRATION SUBSEQUENT TO MERGER**

The parties unanimously agree that the merger of FCPG into CCG qualifies for exemption from registration with the Securities and Exchange Commission.

#### **ARTICLE 8.0 EXPENSES**

If the merger contemplated herein is consummated, all expenses incident thereto will be paid by CCG.

#### **ARTICLE 9.0 MISCELLANEOUS**

9.1 Specific Performance. The parties agree that it is impossible to measure in money the damages which will accrue to a party hereto by reason of a failure to perform any of the obligations under this Agreement. Therefore, if any party hereto shall institute any action or proceeding to enforce the provisions hereof, any person against whom such action or proceeding is brought hereby waives the claim or defense that such party has an adequate remedy in money damages.

9.2 Attorney Fees. In the event any party fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or parties or the party or parties not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party or parties in enforcing or establishing its or their rights under this Agreement, including, without limitation, reasonable attorneys' fees, whether suit be brought or not, and whether incurred in arbitration, mediation, trial or appellate proceedings.

9.3 Remedies. All rights and remedies granted in this Agreement shall be cumulative and not exclusive of all other rights and remedies which the parties may have at law or in equity, and the parties may exercise all or any of such rights and remedies at any one or more times without being deemed to have waived any or all other rights and remedies which they may have in the matter.

9.4 Notices. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by certified mail which shall be addressed to each party at his address of record, or to such other address as may be designated by the party. Notice may be by facsimile if followed by certified mail and the date of the facsimile shall control.

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9.5 Invalid Provision. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted. If one or more phrases, sentences or provisions of this Agreement is susceptible of two or more legal interpretations, at least one of which would make the same legally enforceable, then the legal interpretation which would render it legally enforceable shall be used in construing this Agreement.

9.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.7 Modification. No alteration, change or modification of this Agreement shall be valid or binding upon any of the parties unless and until the same shall be reduced to writing and signed by the parties hereto.

9.8 Headings. Headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Agreement.

9.9 Governing Law. The validity, construction and effect of this Agreement shall be construed and governed by the laws of the State of Florida. The parties agree that the proper jurisdiction and venue for the resolution or litigation of any disputes shall be in Duval County, Florida.

9.10 Entire Agreement. This Agreement supersedes all Agreements previously made between the parties hereto relating to its subject matter. There are no other Agreements or understandings between them and this Agreement is the entire Agreement among the parties.

9.11 Benefit. This Agreement shall not be assignable by either party.

9.12 Gender and Number. Whenever the context of this Agreement requires, the masculine gender includes the feminine and neuter and the singular number includes the plural and vice versa.

#### **ARTICLE 10.0 EXECUTION**

This Plan and Agreement of Merger has been approved by the Directors and Shareholders of FCPG and CCG and shall be effective on the date provided above.

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On this 31st day of December, 2008, William P. Myers, as president of First Coast Premier Group, Inc., a Florida corporation, declares under penalties of perjury that the facts stated herein are true and correct.

First Coast Premier Group, Inc., a Florida Profit Corporation

By: 

William P. Myers, as its President

On this 31st day of December, 2008, William P. Myers, as president of Compass Consulting Group, Inc., a Florida corporation, declares under penalties of perjury that the facts stated herein are true and correct.

Compass Consulting Group, Inc., a Florida Profit Corporation

By: 

William P. Myers, as its President

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