

Florida Department of State
Division of Corporations
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Division of Corporations
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Account Name : ROBINS, KAPLAN, MILLER & CIREST
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

10 JUN 10 PM 3:09

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MERGER OR SHARE EXCHANGE
Venture Consulting Group, Inc.

Certificate of Status	0
Certified Copy	2
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6/10/2010 11:54:25 AM PAGE 1/001 Fax Server



June 10, 2010

FLORIDA DEPARTMENT OF STATE
Division of Corporations

VENTURE CONSULTING GROUP, INC.
POST OFFICE BOX 110849
NAPLES, FL 34108

SUBJECT: VENTURE CONSULTING GROUP, INC.
REF: P10000032522

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The merger submitted was prepared in compliance with section 607.1109 Florida Statutes which provides for mergers between domestic corporations and other business entities as defined in section 607.1108, Florida Statutes. Pursuant to section 607.1108(7), Florida Statutes, any merger consisting solely of the merger of one or more domestic corporations with or into one or more foreign corporations shall be consummated solely in accordance with section 607.1107, Florida Statutes. Section 607.1107, Florida Statutes then refers you to section 607.1105, Florida Statutes.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6916.

Carol Mustain
Regulatory Specialist II

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TALLAHASSEE, FLORIDA

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ARTICLES OF MERGER

of

VENTURE CONSULTING GROUP, INC.,
A North Carolina Corporation

INTO

VENTURE CONSULTING GROUP, INC.,
A Florida Corporation

FILED
10 JUN 10 PM 3:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following articles of merger are being submitted in accordance with Section(s) 607.1105 and 607.1107, Florida Statutes.

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

<u>Name and Street Address:</u>	<u>Jurisdiction:</u>	<u>Entity Type:</u>
Venture Consulting Group, Inc. 3921 Napa Valley Drive Raleigh, NC 27612	State of North Carolina	North Carolina Corporation
North Carolina Document/Registration Number: <u>C200907501504-1</u>		
FEI Number: <u>26-4500693</u>		

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

Venture Consulting Group, Inc. 2891 Tiburon Boulevard East Naples, FL 34109	State of Florida	Florida Corporation
Florida Document/Registration Number: <u>P10000032522</u> FEI Number: <u>26-4500693</u>		

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THIRD: The attached Plan of Merger meets the requirements of Section(s) 607.1105, 607.1107, 607.1108, 608.438, 617.1103 and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: The attached Plan of Merger was approved by the other business entities that are parties to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized or otherwise formed under the laws of the State of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under Section(s) 607.1302, 620.205, 608.4384, Florida Statutes, and/or the laws of all applicable jurisdictions.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a member of the surviving entity pursuant to section(s) 607.1105, 607.1107, 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

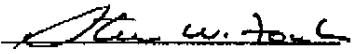
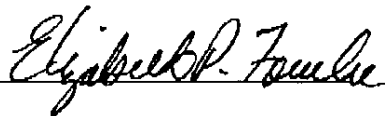
EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

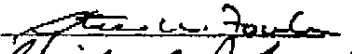
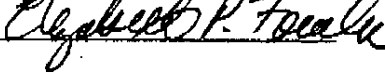
NINTH: The merger shall become effective as of the date of the filing of these Articles of Merger with the Florida Department of State.

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TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

ELEVENTH: SIGNATURE(S) FOR EACH PARTY

<u>Name of Entity:</u>	<u>Signature(s)</u>	<u>Typed/printed name of Individual</u>
Venture Consulting Group, Inc. A North Carolina Corporation		Steve W. Fowler, President
		Elizabeth P. Fowler, Vice President/ Secretary/Treasurer

<u>Name of Entity:</u>	<u>Signature(s)</u>	<u>Typed/printed name of Individual</u>
Venture Consulting Group, Inc. A Florida Corporation		Steve W. Fowler, President
		Elizabeth P. Fowler, Vice President/ Secretary/Treasurer

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PLAN OF MERGER

of

VENTURE CONSULTING GROUP, INC.

A North Carolina Corporation

INTO

VENTURE CONSULTING GROUP, INC.,

A Florida Corporation

The following Plan of Merger, which was adopted and approved by each party to the merger in accordance with section 607.1105 and 607.1107 and/or the laws of all applicable jurisdictions, is being submitted in accordance with section(s) 607.1105 and 607.1107.

FIRST: The exact name and jurisdiction of the merging party is as follows;

NameJurisdiction

Venture Consulting Group, Inc.
A North Carolina Corporation

State of North Carolina

SECOND: The exact name and jurisdiction of the surviving party is as follows:

NameJurisdiction

Venture Consulting Group, Inc.
A Florida Corporation

State of Florida

THIRD: The terms and conditions of the merger are as follows:

A. The term "effective date" shall mean the date on which the Articles of Merger/Plan of Merger are filed with the Florida Department of State.

B. On the effective date, **Venture Consulting Group, Inc., a North Carolina Corporation**, shall be merged with and into **Venture Consulting Group, Inc., a Florida Corporation**. The separate existence of **Venture Consulting Group, Inc., a North Carolina Corporation** shall cease at the effective date and the existence of **Venture Consulting Group, Inc., a Florida Corporation** shall continue unaffected and unimpaired by the merger with all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, and subject to all the duties and corporations organized under the laws of the State of Florida.

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- C. The Plan of Merger has been approved by the Directors and Shareholders of **Venture Consulting Group, Inc., a Florida Corporation** in accordance with Section 607.1109, Florida Statutes, and the Directors and Shareholders of **Venture Consulting Group, Inc., a North Carolina Corporation** in accordance with the applicable laws of North Carolina.
- D. At the effective date, **Venture Consulting Group, Inc., a Florida Corporation** shall possess all the rights, privileges, immunities, and franchises of a public and private nature, of **Venture Consulting Group, Inc., a North Carolina Corporation** and shall be responsible and liable for all liabilities and obligations of **Venture Consulting Group, Inc., a North Carolina Corporation** as more particularly set forth in Section 607.11101, Florida Statutes.
- E. There are no minority or dissenting shareholders of **Venture Consulting Group, Inc., a North Carolina Corporation**.
- F. If at any time **Venture Consulting Group, Inc., a Florida Corporation** shall consider it advisable that any other assignment or assurances are necessary or desirable to vest, effect, confirm, or record in **Venture Consulting Group, Inc., a Florida Corporation** the title of any property or rights of **Venture Consulting Group, Inc., a North Carolina Corporation** or to otherwise carry out the provisions hereof, the proper officers and directors of **Venture Consulting Group, Inc., a North Carolina Corporation** as of the effective date, shall execute and deliver any and all proper deeds, assignments, or assurances in law, and do all things necessary or proper to vest, perfect, or confirm title to such property or rights in **Venture Consulting Group, Inc., a Florida Corporation**.
- G. **Venture Consulting Group, Inc., a Florida Corporation** shall pay all expenses of accomplishing the merger.
- H. Anytime before the filing with the Florida Department of State of the Articles of Merger to be filed in connection herewith, the Directors and Shareholders of **Venture Consulting Group, Inc., a Florida Corporation** may amend this plan. If the Articles of Merger have already been filed, Amended Articles of Merger shall be filed with the Department of State, but only if such Amended Articles can be filed before the effective date.
- I. If for any reason consummation of the Merger is inadvisable in the opinion of the Shareholders of **Venture Consulting Group, Inc., a Florida Corporation** or the Shareholders of **Venture Consulting Group, Inc., a North Carolina Corporation**, this Merger may be terminated at any time before the effective date by resolution of the Directors and Shareholders of **Venture Consulting Group, Inc., a Florida Corporation** or the Directors and Shareholders of **Venture Consulting Group, Inc., a North Carolina Corporation**. Upon termination as

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provided herein, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination hereof on the part of **Venture Consulting Group, Inc., a Florida Corporation, Venture Consulting Group, Inc., a North Carolina Corporation**, or their, directors, officers, shareholders, or employees.

FOURTH: Each of the shares of stock of the existing Shareholders of **Venture Consulting Group, Inc., a North Carolina Corporation** outstanding prior to the effective date of this Merger shall be converted into the right to receive the same number of shares of stock in **Venture Consulting Group, Inc. a Florida Corporation** with result the aggregate number of shares in **Venture Consulting Group, Inc., a Florida Corporation** shall be as follows:

<u>Name</u>	<u>Shares of Stock</u>
Steve W. Fowler Revocable Trust Dated August 11, 2006	50
Elizabeth P. Fowler Revocable Trust Dated August 11, 2006	50

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

<u>Name(s) and Address(es) of General Partner(s)</u>	<u>If General Partner is a Non-Individual Florida Document/Registration No.</u>
N/A	N/A

SIXTH: If a limited liability company is the surviving entity and it is to be managed by one or more managers or managing members, the name(s) and address(es) of the manager(s) or managing member(s) are as follows:

N/A

SEVENTH: The merger is not prohibited by the Agreement of any Shareholders or the By-Laws or Articles of Incorporation of either Corporation that is a party to the merger.

The surviving party hereby Consents to be sued and served with process in the State of North Carolina and hereby irrevocably appoints the Secretary of State of North Carolina as Agent of said surviving party to accept Service of Process in any proceedings in the State of North Carolina arising out of or in connection with the obligations of either merging party or to enforce the rights of any dissenting shareholder of such merging party.

EIGHTH: Other provisions, if any, relating to the merger:

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a) Governing Law. The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of Florida.

b) Captions. The section captions used herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

c) Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the surviving party and merging party and their respective successors and assigns.

d) Severability. Each provision of this Agreement, and any portion thereof, shall be considered severable and if, for any reason, any provision of this Agreement shall be held invalid or unenforceable under any applicable present or future law, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable any other provision of this Agreement. This Agreement shall be carried out as if such invalid or unenforceable provision was not contained herein and such other provisions of this Agreement as may remain otherwise operable shall continue to be given full force and effect and to bind the surviving party and the merging party.

e) Entire Agreement. This Agreement contains the entire understanding and agreement amongst the surviving party and merging party with respect to the subject matter hereof. All negotiations between the surviving party and merging party concerning the subject matter hereof are merged into this Agreement, and there are no representations, warranties, covenants, understandings or agreements, oral or otherwise, in relation thereto between the surviving party and the merging party, other than those incorporated in this Agreement.

f) Amendments. No amendment of this Agreement shall be binding unless executing in a writing signed by the surviving party and merging party.

g) Counterparts. For recording and filing purposes, and for the convenience of the surviving party and the merging party, this Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed by a duly authorized representative on this 14th day of May 2010.

VENTURE CONSULTING GROUP, INC.
A North Carolina Corporation

Anne Marie Wambach
Witness signature
Anne Marie Wambach
Printed name of witness
Rhonda G. Borden
Witness signature
Rhonda G. Borden
Printed name of witness

By: Steve W. Fowler
STEVE W. FOWLER
As: President

VENTURE CONSULTING GROUP, INC.
A Florida Corporation

Anne Marie Wambach
Witness signature
Anne Marie Wambach
Printed name of witness
Rhonda G. Borden
Witness signature
Rhonda G. Borden
Printed name of witness

By: Steve W. Fowler
STEVE W. FOWLER
As: President

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