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EFFECTIVE DATE  
12-31-11

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

2011 DEC 19 AM 11:01

FILED

Meyer

12-20-11

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Deltaway Energy International, Inc., a California corporation  
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Jordan Otis  
Contact Person

Otis & Iriki, Attorneys at Law  
Firm/Company

220 Montgomery Street, Suite 1900  
Address

San Francisco, CA 94104  
City/State and Zip Code

jordan@otisiriki.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Jordan Otis  
Name of Contact Person

At ( 415 ) 362-4442  
Area Code & Daytime Telephone Number



Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

**ARTICLES OF MERGER**  
(Profit Corporations)

**FILED**  
2011 DEC 19 AM 11:01  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Business Corporation Act pursuant to section 607.1105, Florida Statutes.

**First:** The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)	<u>EFFECTIVE DATE</u>
<u>Deltaway Energy International, Inc.</u>	<u>California</u>	<u>3411761</u>	<u>12-31-11</u>

**Second:** The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Deltaway Energy, Inc.</u>	<u>Florida</u>	<u>P03000072650</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**OR** 12 / 31 / 2011 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

**Fifth:** Adoption of Merger by **surviving** corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on \_\_\_\_\_.

The Plan of Merger was adopted by the board of directors of the surviving corporation on 12/1/2011 and shareholder approval was not required.

**Sixth:** Adoption of Merger by **merging** corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 12/1/2011.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

Typed or Printed Name of Individual & Title

Francois Screve, President

Francois Screve, Director

Francois Screve, Shareholder

Beatrice Screve, Shareholder

Francois Screve, President

Francois Screve, Director

Beatrice Screve, Director

\_\_\_\_\_

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\_\_\_\_\_

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## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is made and entered into effective as of December 1, 2011, by and between DELTAWAY ENERGY, INC., a Florida corporation ("DW Florida") and DELTAWAY ENERGY INTERNATIONAL INC., a California corporation ("DW California" or "Surviving Corporation").

### RECITALS

A. DW Florida was formed in 2003 by the filing of Articles of Incorporation with the Florida Secretary of State's Office and the adoption of its Bylaws that year. As of the date hereof, Francois Screve and Beatrice Screve are the only shareholders of DW Florida (collectively, the "DW Florida's Shareholders"), and Francois Screve is the only director of DW Florida ("DW Florida's Sole Director"). DW California was incorporated in the State of California on September 12, 2011.

B. A merger of a Florida corporation into a California corporation is allowed under Section 607.1101 of the Florida Statutes ("FS") and Sections 17550 - 17556 of the California Corporations Code ("CCC").

C. The Board of Directors of DW California, DW Florida's Sole Director and DW Florida's Shareholders have determined that it is in the best interests of DW California and DW Florida, respectively, to consummate a merger of DW Florida with and into DW California (the "Merger"), with DW California as the surviving entity in the Merger, including such restrictions on each Member's stock of the Surviving Corporation (as defined below) as set forth in this Agreement.

D. The parties intend that the Merger shall be treated, for U.S. federal income tax purposes, as the transfer of DW Florida's assets to DW California and the assumption by DW California of DW Florida's liabilities in exchange for stock in DW California, in an exchange described in Section 351 of the Internal Revenue Code of 1986, as amended, followed by the termination and liquidation of DW Florida, and the distribution of the stock to DW Florida's Shareholders, with the consequences described in IRS Revenue Ruling 84-111, 1984-2 C.B. 88, Alternative 1.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, DW California, DW Florida, DW Florida's Shareholders, and DW Florida's Sole Director agree as follows:

1. Merger. Subject to the terms and conditions of this Agreement, and in accordance with the FS and the CCC, at the Effective Time (as defined below in Section 3 of this Agreement), DW Florida shall merge with and into DW California. Upon consummation of the Merger, the separate existence of DW Florida shall terminate, and DW California shall be the surviving entity (the "Surviving Corporation").

2. Effects of the Merger. The Merger shall have the effects specified in the FS and the CCC, and at the Effective Time, DW California shall succeed to DW Florida in the manner

of and as more fully set forth in Section 607.1101 of the FS. The Certificate of Incorporation and Bylaws of DW California, each as amended as of immediately before the Effective Time, shall be the Certificate of Incorporation and Bylaws of the Surviving Corporation as of immediately after the Effective Time. The officers and directors of DW California as of immediately prior to the Effective Time will be the directors and officers of the Surviving Corporation, until their successors are duly elected or appointed and qualified.

3. Effective Time. Subject to the terms and conditions of this Agreement, DW Florida and DW California shall deliver all required executed documents to the Secretary of State of the State of California and to the Secretary of State of the State of Florida and shall make any other filings and take any other actions necessary to cause the Merger to become effected. The "Effective Time" means the date and time on which the Merger first becomes effective under the FS and the CCC.

4. Further Assurances. From time to time after the Effective Time, as and when required by Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of DW Florida such deeds and other instruments, and there shall be taken or caused to be taken by DW Florida such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of DW Florida, and otherwise to carry out the purposes of this Agreement, and the officers and directors of Surviving Corporation are fully authorized in the name and on behalf of DW Florida or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

5. Conversion and Exchange of Interests. At the Effective Time and by virtue of the Merger, and without any further action on the part of DW Florida or any shareholder of DW Florida:

(a) Each of the shareholders' shares of Common Stock in DW Florida outstanding immediately prior to the Effective Time will be converted into one validly issued, fully paid and non-assessable share of Common Stock of the Surviving Corporation. For the avoidance of all doubt regarding the calculation of the number of shares described in the foregoing sentence, set forth on Exhibit A attached hereto is the number of shares of Common Stock into which each shareholder's shares of Common Stock of DW Florida shall convert at the Effective Time. Each certificate evidencing ownership of shares of Common Stock of DW Florida, (the "DW Florida's Stock Certificates"), will, until cancelled and exchanged for certificates evidencing ownership of shares of Common Stock of the Surviving Corporation (the "Surviving Corporation's Stock Certificates"), evidence ownership of such shares of Common Stock of the Surviving Corporation. Promptly upon consummation of the Merger, the Surviving Corporation shall make such arrangements as it deems appropriate to effect the exchange of any of DW Florida's Stock Certificates for Stock Certificates in the Surviving Corporation.

(b) Each share of the Surviving Corporation's Common Stock issued and outstanding immediately prior to the Effective Time shall be cancelled, retired and extinguished without any conversion and without the issuance or payment of any consideration, and no shares

of the Surviving Corporation or other securities of the Surviving Corporation shall be issued in respect thereof.

(c) From and after the Effective Time, the shareholders of DW Florida shall have no further rights as a shareholder of DW Florida other than the right to receive the shares of Common Stock of the Surviving Corporation as described in Section 5(a) above.

(d) No fractional shares of the Surviving Corporation's Common Stock will be issued in connection with the Merger.

(e) The Surviving Corporation shall issue shares and options of its Common Stock as provided in this Agreement pursuant to a "private placement" exemption or exemptions from registration under Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act"), and/or Regulation D promulgated under the Securities Act and an exemption from qualification under applicable state securities laws. The Surviving Corporation and DW Florida shall comply with all applicable provisions of, and rules under, the Securities Act and applicable state securities laws in connection with the offering and issuance of the shares and options of the Surviving Corporation Common Stock pursuant to this Agreement. Such shares and options of Surviving Corporation Common Stock will be "restricted securities" under the federal and state securities laws and cannot be offered or resold except pursuant to registration under the Securities Act or an available exemption from registration.

(f) Each shareholder hereby agrees and acknowledges, severally and not jointly, that all of such shareholder's Securities (as defined below) shall be subject to the terms, conditions, restrictions and obligations set forth in Surviving Corporation's Bylaws.

6. Dissenter's Rights. Notwithstanding anything in this Agreement to the contrary and unless otherwise provided by applicable law, any shareholder's interest in DW Florida that is owned by a shareholder who has properly perfected its dissenter's rights in accordance with the provisions of applicable law (each, a "Dissenting Interest"), shall not be converted into the right to receive any stock or other securities of the Surviving Corporation unless and until such shareholder shall have failed to perfect or shall have effectively withdrawn or lost its right of payment under applicable law, but, instead, any shareholder holding any such Dissenting Interest shall be entitled to payment of the fair value of such the shares of Common Stock that would otherwise be exchangeable for the applicable Dissenting Interest pursuant to the terms of Section 5(a) above, in accordance with the applicable provisions of law. If any such holder of a Dissenting Interest shall have failed to perfect or shall have effectively withdrawn or lost such dissenter's rights, the shareholder interest of DW Florida held by such shareholder shall thereupon be deemed to have been converted into the right to receive and become exchangeable for, at the Effective Time, the consideration specified and allocated in Section 5(a) above.

7. Employee Benefit Plans. As of the Effective Time, the Surviving Corporation hereby assumes all obligations of DW Florida under any and all employee benefit plans in effect as of said date or with respect to which employee rights or accrued benefits are outstanding as of said date.

8. DW Florida Representations. DW Florida hereby represents and warrants to the Surviving Corporation that the statements contained in this Section 8 are true and correct as of the date of this Agreement:

(a) Organization, Good Standing; Qualification; No Subsidiaries. DW Florida is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has all requisite power and authority to own, lease and otherwise hold and operate its properties and other assets and to carry on its business as it is now being conducted. DW Florida does not own any subsidiaries.

(b) Operating Agreement and Capitalization. DW Florida has made available to the Surviving Corporation a complete and correct copy of its Bylaws and the minute books containing all consents, actions and meeting of its shareholders and the sole Director. As of the date of this Agreement, one hundred percent (100%) of the shares of DW Florida is issued and outstanding, all of which is duly authorized, validly issued, fully paid and non-assessable. There are no options, warrants or other rights, agreements, arrangements or commitments of any character, whether or not contingent, obligating DW Florida to issue or sell any shares in DW Florida, or other equity interest in DW Florida.

9. Covenants of the Surviving Corporation. The Surviving Corporation covenants and agrees that it will, on or before the Effective Date:

(a) Qualify to do business in the State of California, and in all other states in which DW Florida is so qualified and in which the failure so to qualify would have a material adverse impact on the business or financial condition of the Surviving Corporation. In connection therewith, the Surviving Corporation shall irrevocably appoint an agent for service of process as required under the provisions of Section 2105 of the California Corporations Code and under applicable provisions of state law in other states in which qualification is required hereunder.

(b) File any and all documents with the Florida Department of Revenue necessary to the assumption by the Surviving Corporation of all of the franchise tax liabilities of DW Florida, if required.

10. Conditions to the Merger. The respective obligations of DW Florida and the Surviving Corporation to consummate the Merger are subject to the satisfaction or waiver (where permissible) of the following conditions:

(a) All necessary filings shall have been made and all necessary approvals, if any, shall have been obtained.

(b) This Agreement shall have been approved and adopted (i) by DW Florida's shareholders and DW Florida's Sole Director in such manner as required by DW Florida's bylaws and/or applicable law and (ii) by the Board of Directors and shareholders of the Surviving Corporation as, required by the Surviving Corporation's Certificate of Incorporation, the Surviving Corporation's bylaws, and the CCC.

11. Amendment or Termination. This Agreement may be amended or terminated and the Merger may be abandoned at any time prior to the Effective Time, notwithstanding any requisite approval and adoption of this Agreement by mutual written consent duly authorized by the Board of Directors and/or shareholders of the Surviving Corporation and the sole director and/or shareholders of DW Florida. If this Agreement is terminated, no party or their respective officers, directors, shareholders or authorized representatives shall have any liability of any nature whatsoever under this Agreement. To the extent that any provision of this Agreement conflicts with any provision(s) of the DW Florida's bylaws, DW Florida's shareholders and sole Director hereby agree that this Agreement hereby amends and supersedes DW Florida's Bylaws.


12. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and permitted assigns.


13. Counterparts. This Agreement may be executed in two or more counterparts, and each such counterpart and copy shall be and constitute an original instrument.

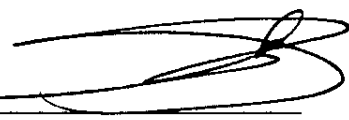
14. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California as applied to agreements among California residents entered into and to be performed entirely within California.

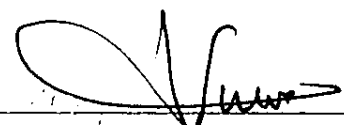
IN WITNESS WHEREOF, DW Florida has caused this Agreement to be executed by all of the shareholders and sole director of DW Florida on behalf of DW, and the Surviving Corporation has caused this Agreement to be executed by its duly authorized representative, effective as the date first above written.

Deltaway Energy, Inc.  
a Florida corporation

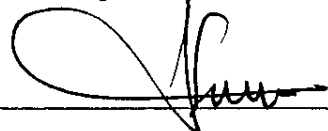
By:   
Francois Screve, President

By:   
Francois Screve, Shareholder

By:   
Beatrice Screve, Shareholder

By:   
Francois Screve, Director

Deltaway Energy International, Inc.  
a California corporation

By:   
Francois Screve, President

**Exhibit A**  
**Recapitalization Conversion Table**

<u>Stockholder</u>	<u>Percentage Interest in DW Florida</u>	<u>Conversion into Number of Shares of Surviving Corporation Common Stock</u>	<u>Percentage Interest in Surviving Corporation</u>
Francois Scribe	95%	1425	95%
Beatrice Scribe	5%	75	5%
<b>TOTAL</b>	<b>100.000%</b>	<b>1,500</b>	<b>100.000%</b>