

Florida Department of State
Division of Corporations
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MERGER OR SHARE EXCHANGE
Meridien Research, Inc.

Certificate of Status	0
Certified Copy	1
Page Count	07
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Merger
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CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

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ARTICLES OF MERGER
OF
INSEARCH.NET, INC.
WITH AND INTO
MERIDIEN RESEARCH, INC.

The following Articles of Merger are made and entered into as of November 1, 2015 and submitted in accordance with the Florida Business Corporation Act.

FIRST: The name and jurisdiction of the surviving corporation is MERIDIEN RESEARCH, INC., a Florida corporation (the "*Surviving Corporation*").

SECOND: The name and jurisdiction of the merging corporation is INSEARCH.NET, INC., a Florida corporation (the "*Merging Corporation*").

THIRD: The Plan of Merger (the "*Plan of Merger*") is attached hereto as Exhibit A.

FOURTH: The merger shall become effective on November 30, 2015 (the "*Effective Time*").

FIFTH: The Plan of Merger was adopted by the board of directors and the sole shareholder of the Surviving Corporation on October 21, 2015.

SIXTH: The Plan of Merger was adopted by the board of directors and the sole shareholder of the Merging Corporation on October 21, 2015.

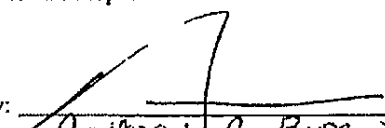
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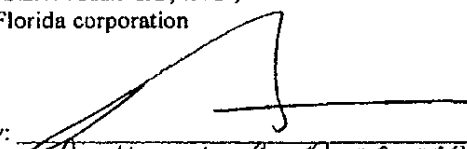
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IN WITNESS WHEREOF, these Articles of Merger have been executed and delivered by the parties as of the date first above written.

MERIDIEN RESEARCH, INC.,
a Florida corporation

By: 
Name: Anthony G. Busa Jr.
Title: CEO & President

INSEARCH.NET, INC.,
a Florida corporation

By: 
Name: Anthony G. Busa Jr.
Title: CEO & President

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11/05/15 12:13PM EST Hill Ward Henderson ->
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EXHIBIT A

Plan of Merger

[See Attached]

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PLAN OF MERGER

This PLAN OF MERGER (this "*Agreement*") is made and entered into as of November 1, 2015, by and among INSEARCH.NET, INC., a Florida corporation (the "*Merging Corporation*"), and MERIDIEN RESEARCH, INC., a Florida corporation (the "*Surviving Corporation*").

Background

The Merging Corporation desires to merge with and into the Surviving Corporation pursuant to the terms and subject to the conditions of this Agreement (the "*Merger*"). After the consummation of the Merger, the parties intend that the separate existence of the Merging Corporation will cease, and the Surviving Corporation will survive and own all of the rights and property and be subject to all of the liabilities of the Merging Corporation. This Agreement is the "plan of merger" as referenced in the Florida Business Corporation Act (the "*Act*").

Operative Terms

1. Parties to the Merger. The name, the jurisdiction, the entity type and the document number of each party to the Merger are as follows:

Name	Jurisdiction	Entity Type	Document No.
Meridien Research, Inc.	Florida	Corporation	P00000009575
Insearch.net, Inc.	Florida	Corporation	P08000017526

2. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Act, at the Effective Time (as defined in Section 3 below), the Merging Corporation shall be merged with and into the Surviving Corporation.

3. Effective Time. The parties will cause the Articles of Merger (the "*Articles of Merger*") to be executed and delivered to the Department of State of the State of Florida pursuant to the Act, and the Merger shall become effective on November 30, 2015 (the "*Effective Time*").

4. Effect of the Merger. At the Effective Time, as a result of the Merger and without any action on the part of either of the Surviving Corporation or the Merging Corporation:

- (a) The separate existence of the Merging Corporation shall cease and the Surviving Corporation shall continue as the surviving entity in the Merger;
- (b) The Merger will have the effects set forth in 607.1106 of the Act, and all property, rights, and privileges of each of the parties shall vest in the Surviving Corporation and all debts, liabilities and duties of each of the parties shall become the debts, liabilities and duties of the Surviving Corporation.

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- (c) The Articles of Incorporation of the Surviving Corporation and the Bylaws of the Surviving Corporation in effect immediately prior to the effectiveness of the Merger shall remain the Articles of Incorporation and the Bylaws of the Surviving Corporation after the Merger until amended.
- (d) The effect of the Merger on shares of the capital stock (and any rights to acquire such shares, obligations, or other securities) of each party to the Merger is set forth in Section 5 below.

5. Effect on Shares. At the Effective Time, the effect on the outstanding shares of the Surviving Corporation and the Merging Corporation shall be as follows:

- (a) Each share of the capital stock, par value \$.01 per share, of the Merging Corporation that is issued and outstanding immediately prior to the Effective Time shall no longer be outstanding, shall be canceled and retired, and shall cease to exist, and the holder of shares of the capital stock of the Merging Corporation shall cease to have any rights with respect thereto. From and after the Effective Time, each certificate previously evidencing ownership of shares of the capital stock of the Merging Corporation shall be null and void, and any rights to acquire such shares, obligations, or other securities of the Merging Corporation shall be terminated.
- (b) The holder of shares of the capital stock of the Merging Corporation shall surrender its certificates representing such shares for cancellation and termination.
- (c) Each share of the capital stock, par value \$.01 per share, of the Surviving Corporation that is issued and outstanding immediately prior to the Effective Time shall remain as one share of the capital stock of the Surviving Corporation. Any rights to acquire such shares, obligations, or other securities of the Surviving Corporation shall remain unchanged by the Merger.

6. Filing of Articles of Merger. The Surviving Corporation shall cause a copy of the Articles of Merger which has been certified by the Department of State of the State of Florida to be filed in the recording office of any county in which real property is held by the Merging Corporation immediately prior to the Effective Time.

7. Tax Consequences. The parties intend that the Merger will be treated as a tax-free reorganization pursuant to Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

8. Counterparts. This Agreement may be executed in any number of counterparts (whether facsimile or portable document format (PDF)), each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

9. Governing Law. This Agreement shall be deemed to be made in and in all respect shall be interpreted, construed and governed by and in accordance with the laws of the State of Florida, without regard to the conflict of law principles thereof.

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10. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof in any other jurisdiction.

11. Entire Agreement; No Third-Party Beneficiaries. This Agreement (including the documents and instruments referred to herein) (a) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement and (b) is not intended to confer upon any person other than the parties any rights or remedies.

12. Further Assurances. The parties shall execute and deliver such further instruments and documents and do such further acts and things as may be required to carry out the intent and purposes of this Agreement.


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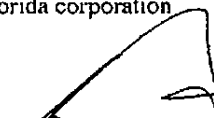
**SIGNATURE PAGE
TO
PLAN OF MERGER**

IN WITNESS WHEREOF, this Plan of Merger has been executed and delivered by the parties as of the date first above written.

MERIDIEN RESEARCH, INC.,
a Florida corporation

By: 
Name: Anthony G. Busa Jr
Title: CEO & President

INSEARCH.NET, INC.,
a Florida corporation

By: 
Name: Anthony G. Busa Jr,
Title: CEO & President