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Merger

G. Coulombe APR 24 2006



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032
REFERENCE : 024747 7100269
AUTHORIZATION : *[Signature]*
COST LIMIT : \$ 70.00

ORDER DATE : April 19, 2006
ORDER TIME : 10:29 AM
ORDER NO. : 024747-005
CUSTOMER NO: 7100269

ARTICLES OF MERGER

EMEETINGSONLINE, INC.

INTO

EMEETINGSONLINE, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Susie Knight

EXAMINER'S INITIALS: _____

(Profit Corporations)

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

| | | |
|-----------------------|----------|-----|
| eMeetingsOnline, Inc. | Colorado | N/A |
|-----------------------|----------|-----|

eMeetingsOnline, Inc. Florida P00000095105

(Attach additional sheets if necessary)

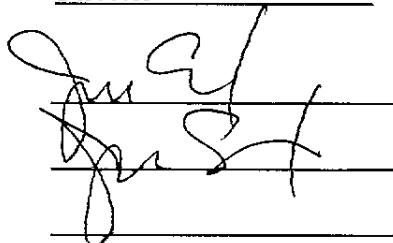
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

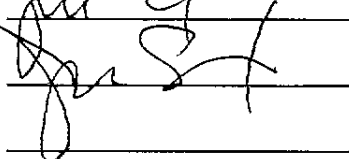
Typed or Printed Name of Individual & Title

eMeetingsOnline, Inc.



Jack Schaufele, President

eMeetingsOnline, Inc.



Jack Schaufele, President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "**Merger Agreement**") is made as of the 20th day of April, 2006, by and between **eMeetingsOnline, Inc.**, a Florida corporation ("**Florida Corp.**"), and **eMeetingsOnline, Inc.**, a Colorado corporation ("**Colorado Corp.**"). Florida Corp. and Colorado Corp. are sometimes referred to collectively as the "**Constituent Corporations**".

The Board of Directors of Florida Corp. and the Board of Directors of Colorado Corp. deem it advisable and in the best interests of Florida Corp. and its sole shareholder that Florida Corp. *merge with and into Colorado Corp. upon the terms and conditions provided herein.*

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization encompassed by this Merger Agreement and do hereby agree that Florida Corp. shall merge with and into Colorado Corp. on the following terms and conditions and in accordance with the following provisions:

1. TERMS AND CONDITIONS

1.1 Merger. Florida Corp. shall be merged with and into Colorado Corp. (the "**Merger**"), and Colorado Corp. shall be the surviving corporation (the "**Surviving Corporation**"), effective on the date Articles of Merger are filed with the Florida Secretary of State and a Statement of Merger is filed with the Colorado Secretary of State (the "**Effective Date**").

1.2 Succession. On the Effective Date, Colorado Corp. shall continue its corporate existence, and the separate existence and corporate organization of Florida Corp., except insofar as it may be continued by operation of law, shall be terminated and cease.

1.3 Transfer of Assets and Liabilities. On the Effective Date, the rights, privileges, powers and franchises, both of a public as well as of a private nature, of each of the Constituent Corporations shall be vested in and possessed by the Surviving Corporation, subject to all of the disabilities, duties and restrictions of or upon each of the Constituent Corporations; and all singular rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, of each of the Constituent Corporations, and all debts due to each of the Constituent Corporations on whatever account, and all things in action or belonging to each of the Constituent Corporations shall be transferred to and vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, thereafter shall be the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; *provided, however*, that the liabilities of the Constituent Corporations and of their shareholders, directors and officers shall not be affected and all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not been consummated, except as they may be modified with the consent of such creditors, and all debts, liabilities and duties of or upon each

of the Constituent Corporations shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

1.4 Capital Stock of Constituent Corporations. On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Corporations, each share of Common Stock of Florida Corp. issued and outstanding immediately prior thereto shall be cancelled and extinguished. The issued and outstanding shares of Common Stock of Colorado Corp. shall not be converted or otherwise affected in any manner by the Merger.

1.5 Tax Treatment. The Merger is intended to be, and shall be, treated as a tax-free reorganization of the Constituent Corporations under Section 368(a) of the Internal Revenue Code of 1986, as amended.

2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of Colorado Corp. in effect on the Effective Date shall continue to be the Articles of Incorporation and Bylaws of the Surviving Corporation without change or amendment until further amended in accordance with the provisions thereof and applicable law.

2.2 Directors. The directors of Colorado Corp. immediately preceding the Effective Date shall continue to be the directors of the Surviving Corporation on and after the Effective Date to serve until the expiration of their terms and until their successors are elected and qualified.

2.3 Officers. The officers of Colorado Corp. immediately preceding the Effective Date shall continue to be the officers of the Surviving Corporation on and after the Effective Date to serve at the pleasure of its Board of Directors.

3. MISCELLANEOUS

3.1 Amendment. Prior to the Effective Date, this Merger Agreement may be amended in any manner by the Constituent Corporations as they may deem necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

3.2 Conditions to Merger. The obligation of the Constituent Corporations to effect the transactions contemplated hereby is subject to the satisfaction of the following conditions (any or all of which may be waived by either of the Constituent Corporations in its sole discretion to the extent permitted by law): (a) the Merger shall have been approved by the sole shareholder of Florida Corp. in accordance with the applicable provisions of the Florida Business Corporation Act; and (b) any and all consents, permits, approvals and orders deemed in the sole discretion of Colorado Corp. to be material to consummation of the Merger shall have been obtained.

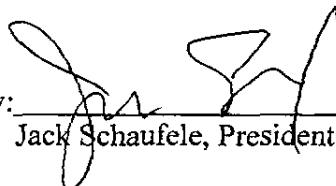
3.3 Abandonment or Deferral. At any time before the Effective Date, (a) this Merger Agreement may be terminated and the Merger may be abandoned by the Board of

Directors of either Florida Corp. or Colorado Corp. or both, or (b) the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Board of Directors of either Constituent Corporation, such action would be in the best interests of the Constituent Corporations and their shareholders. In the event of termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no liability on the part of either Constituent Corporation or their respective Boards of Directors or shareholders with respect thereto, except that Colorado Corp. shall pay all expenses incurred in connection with the Merger and this Merger Agreement or relating thereto.

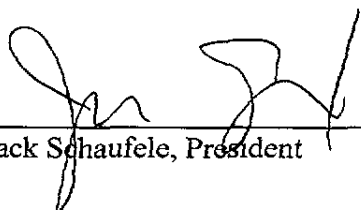
3.4 Counterparts. This Merger Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. A facsimile signature shall constitute an original signature.

IN WITNESS WHEREOF, the undersigned have executed this Merger Agreement as of the date first above written.

**EMEETINGSONLINE, INC., A FLORIDA
CORPORATION**

By: 
Jack Schaufele, President

**EMEETINGSONLINE, INC., A COLORADO
CORPORATION**

By: 
Jack Schaufele, President