

LEMEUX

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Mergal

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 937779 7185439

AUTHORIZATION :

COST LIMIT : \$ 70.00

ORDER DATE : December 30, 2015

ORDER TIME : 3:47 PM

ORDER NO. : 937779-010

CUSTOMER NO: 7185439

ARTICLES OF MERGER

CZAR CAPITAL, INC.

INTO

FISHBOWL, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Courtney Williams

EXAMINER'S INITIALS: _____

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Fishbowl, Inc.

Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

Bobbi Milliken

Contact Person

Cooley LLP

Firm/Company

11951 Freedom Drive, 16th Floor

Address

Reston, Virginia 20190

City/State and Zip Code

bmilliken@cooley.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Brian Burke

Name of Contact Person

At (703)

456-8541

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)

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)
Fishbowl, Inc.	Delaware	
_____	_____	_____

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Czar Capital, Inc.	Florida	P08000083510
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 / / (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.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

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 December 30, 2015.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ 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 December 30, 2015.

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)

Seventh: SIGNATURES FOR EACH CORPORATION

[illegible]

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Fishbowl, Inc.

Dev Ganesan, Chief Executive Officer

Czar Capital, Inc.

Michael Lukianoff, Chief Executive Officer

**AGREEMENT AND PLAN OF MERGER AND REORGANIZATION
OF FISHBOWL, INC.,
A DELAWARE CORPORATION,
AND
CZAR CAPITAL, INC. (D/B/A CZAR METRIC),
A FLORIDA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER AND REORGANIZATION, dated as of December 30, 2015 (the "**Agreement**"), is entered into by and between **FISHBOWL, INC.**, a Delaware corporation ("**Fishbowl**"), and **CZAR CAPITAL, INC. (D/B/A CZAR METRIC)**, a Florida corporation ("**Czar Metric**"). Fishbowl and Czar Metric are sometimes referred to in this Agreement as the "**Constituent Entities**."

RECITALS

A. Fishbowl is a corporation duly organized and existing under the laws of the State of Delaware and has authorized capital stock consisting of forty million (40,000,000) shares of common stock, \$0.01 par value per share (the "**Fishbowl Common Stock**") and ten million two hundred seventeen thousand three hundred twelve (10,217,312) shares of preferred stock (the "**Fishbowl Preferred Stock**") and, together with the Fishbowl Common Stock, the "**Fishbowl Stock**"). As of the date of this Agreement, 14,899,013 shares of Fishbowl Common Stock and 9,726,564 shares of Fishbowl Preferred Stock are issued and outstanding.

B. Czar Metric is a corporation duly organized and existing under the laws of the State of Florida and has authorized capital stock consisting of one hundred (100) shares of common stock, no par value per share (the "**Czar Metric Common Stock**"). As of the date of this Agreement, 10 shares of Czar Metric Common Stock are issued and outstanding.

C. The respective Boards of Directors of Fishbowl and Czar Metric each have determined that it is advisable and in the best interests of Fishbowl and Czar Metric that Czar Metric merge with and into Fishbowl upon the terms and conditions provided in this Agreement, and have approved this Agreement and the Merger (as defined in *Section 1.1* of this Agreement) by unanimous written consent, and have directed that this Agreement and the Merger be submitted to a vote of their respective stockholders and that this Agreement be executed by the undersigned authorized officers.

D. The Merger is intended to constitute a tax-free reorganization under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "**Code**").

AGREEMENT

The parties agree as follows:

1. MERGER.

1.1 Merger. In accordance with the provisions of this Agreement and the Delaware General Corporation Law (the “**DGCL**”) and the Florida Business Corporation Act (“**FBCA**”), Czar Metric will be merged with and into Fishbowl (the “**Merger**”), the separate existence of Czar Metric will cease, and Fishbowl will be, and is sometimes referred to in this Agreement as, the “**Surviving Entity**,” and the name of the Surviving Entity will remain unchanged.

1.2 Filing and Effectiveness. The Merger will become effective when the following actions will have been completed:

(a) All of the conditions precedent to the consummation of the Merger specified in this Agreement will have been satisfied or duly waived by the party entitled to satisfaction thereof; and

(b) The Executed Certificate of Merger, in substantially the form of **Exhibit A** to this Agreement, meeting the requirements of the DGCL, will have been filed with the Delaware Secretary of State.

(c) The Executed Articles of Merger, in substantially the form of **Exhibit B** to this Agreement, meeting the requirements of the FBCA, will have been filed with the Florida Department of State.

The date and time when the Merger will become effective will be referred to in this Agreement as the “**Effective Date of the Merger**.”

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of Czar Metric will cease, and Fishbowl, as the Surviving Entity, (i) will continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) will be subject to all actions previously taken by it and by Czar Metric, (iii) will succeed, without other transfer, to all of the assets, rights, powers and property of Czar Metric in the manner more fully set forth in Section 259 of the DGCL, (iv) will continue to be subject to all of the debts, liabilities and obligations of Fishbowl as constituted immediately prior to the Effective Date of the Merger, and (v) will succeed, without other transfer, to all of the debts, liabilities and obligations of Czar Metric in the same manner as if Fishbowl had itself incurred them, all as more fully provided under the applicable provisions of the DGCL.

2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS.

2.1 Certificate of Incorporation. The Certificate of Incorporation of Fishbowl as in effect immediately prior to the Effective Date of the Merger will continue in full force and effect as the Certificate of Incorporation of the Surviving Entity until duly amended in accordance with the provisions thereof and applicable law.

2.2 Bylaws. The Bylaws of Fishbowl as in effect immediately prior to the Effective Date of the Merger will continue in full force and effect as the Bylaws of the Surviving Entity until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of Fishbowl immediately prior to the Effective Date of the Merger will continue to be the directors and officers of the Surviving Entity until their successors will have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation of the Surviving Entity or the Bylaws of the Surviving Entity.

3. GENERAL.

3.1 Czar Metric Stock. Upon the Effective Date of the Merger, the shares of Czar Metric outstanding immediately prior to the merger will, by virtue of the merger and without any action by the Merging Entity or Surviving Entity, the holder of any shares or any other person, be cancelled and retired and will cease to exist, and no consideration will be delivered in exchange therefor.

3.2 Reorganization for Tax Purposes. The Merger is intended to be treated for U.S. federal income tax purposes as a "reorganization" described in Section 368(a)(1)(A) of the Code, and by executing this Agreement the parties intend to adopt a "plan of reorganization" within the meaning of Section 1.368-2(g) and 1.368-3(a) of the Treasury Regulations.

3.3 Covenants of Fishbowl and Czar Metric. Fishbowl and Czar Metric covenant and agree that they will, on or before the Effective Date of the Merger, take all such actions as may be required by applicable provisions of the DGCL and the FBCA.

3.4 Further Assurances. From time to time, as and when required by Czar Metric or by its successors or assigns, there will be executed and delivered on behalf of Fishbowl such deeds and other instruments, and there will be taken or caused to be taken by it such further and other actions as will be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Czar Metric the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Fishbowl and otherwise to carry out the purposes of this Agreement, and the officers and directors of Czar Metric are fully authorized in the name and on behalf of Fishbowl or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.5 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of Fishbowl or by the Board of Directors of Czar Metric, or both, notwithstanding the approval of this Agreement by the Board and Stockholders of each of Fishbowl and Czar Metric.

3.6 Governing Law. This Agreement will in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, insofar as applicable, the merger provisions of the DGCL and the merger provisions of the FBCA.

3.7 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

This Agreement and Plan of Merger and Reorganization is hereby executed on behalf of each of such Constituent Entities and attested to by their duly authorized representatives.

FISHBOWL, INC.,
a Delaware corporation

A handwritten signature in black ink, appearing to read "Dev Ganesan", written over a horizontal line.

By: _____
Dev Ganesan
Chief Executive Officer

CZAR CAPITAL, INC.,
a Florida corporation

By: _____
Michael Lukianoff
Chief Executive Officer

This Agreement and Plan of Merger and Reorganization is hereby executed on behalf of each of such Constituent Entities and attested to by their duly authorized representatives.

FISHBOWL, INC.,
a Delaware corporation

By: _____
Dev Ganesan
Chief Executive Officer

CZAR CAPITAL, INC.,
a Florida corporation


By:  _____
Michael Lukianoff
Chief Executive Officer

EXHIBIT A
CERTIFICATE OF MERGER
(DELAWARE)

Title: Chief Executive Officer

EXHIBIT B
ARTICLES OF MERGER
(FLORIDA)

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Fishbowl, Inc.

Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

Bobbi Milliken

Contact Person

Cooley LLP

Firm/Company

11951 Freedom Drive, 16th Floor

Address

Reston, Virginia 20190

City/State and Zip Code

bmilliken@cooley.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Brian Burke

At (703) 456-8541

Name of Contact Person 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:

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Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314