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MERGER OR SHARE EXCHANGE
TBO ACQUISITION, LLC

Certificate of Status	0
Certified Copy	1
Page Count	11
Estimated Charge	568.75

Effective Date 3/21/15

Attn: Diane Cushing
or Darlene Connell

Attn: Diane Cushing
78.75 or Darlene Connell

Merger

3/20/15

ARTICLES OF MERGER

OF

THE BEST ONE, INC.,
a Florida corporation

WITH AND INTO

TBO ACQUISITION, LLC,
a Delaware limited liability company

The following articles of merger (the "Articles of Merger") have been duly adopted and submitted in accordance with the Florida Business Corporation Act (the "FBCA"), pursuant to Section 607.1108, Florida Statutes.

FIRST: The name, address of principal office, and jurisdiction of the surviving company (the "Surviving Company") are as follows:

<u>Name and Principal Address</u>	<u>Jurisdiction</u>
TBO Acquisition, LLC 4400 Biscayne Blvd. 15th Floor Miami, FL 33137	Delaware

SECOND: The name, address of principal office, and jurisdiction of the merging corporation (the "Merging Corporation") are as follows:

<u>Name and Address</u>	<u>Jurisdiction</u>
The Best One, Inc. 2650 North Military Trail Suite 300 Boca Raton, FL 33431	Florida

THIRD: A copy of the Plan of Merger is attached hereto as Exhibit A.

FOURTH: The merger is to become effective at 12:01 a.m. on March 21, 2015.

FIFTH: The Plan of Merger was approved by the other business entity that is a party to the merger in accordance with applicable laws of the State of Delaware, under which such other business entity was formed.

SIXTH: In accordance with the FBCA, the Plan of Merger was approved and adopted by the board of directors of the Merging Corporation on December 12, 2014 and approved by the shareholders of the Merging Corporation on March 16, 2015.

FILED
15 MAR 20 PM 4:44
CLERK OF COURT
J. L. GILBERT, CLERK

SEVENTH: The Surviving Company is deemed to have appointed the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of the Merging Corporation.

EIGHTH: The Surviving Company has agreed to promptly pay to the dissenting shareholders of the Merging Corporation the amount, if any, to which they are entitled pursuant to Section 607.1302 of the FBCA.

[Signature page follows]

IN WITNESS WHEREOF, the duly authorized officers of the Surviving Company and the Merging Corporation have executed and delivered these Articles of Merger as of March 20, 2015.


SURVIVING COMPANY:

TBO Acquisition, LLC a Delaware limited liability company

By: _____
Name: Joshua Weingard
Title: Manager

MERGING CORPORATION:

The Best One, Inc., a Florida Corporation

By:  _____
Name: Derck Dubner
Title: Chief Executive Officer

IN WITNESS WHEREOF, the duly authorized officers of the Surviving Company and the Merging Corporation have executed and delivered these Articles of Merger as of March 22, 2015.

SURVIVING COMPANY:

TBO Acquisition, LLC a Delaware limited liability company

By: 
Name: Joshua Weingard
Title: Manager

MERGING CORPORATION:

The Best One, Inc., a Florida Corporation

By: _____
Name: Derek Dubner
Title: Chief Executive Officer

Exhibit A
Plan of Merger

PLAN OF MERGER

The following plan of merger (this "**Plan of Merger**") is submitted in compliance with Section 607.1108, Florida Statutes, and in accordance with the applicable laws of the State of Delaware.

FIRST: The name, address of principal office, and jurisdiction of the **surviving** company (the "**Surviving Company**") are as follows:

<u>Name and Address</u>	<u>Jurisdiction</u>
TBO Acquisition, LLC 4400 Biscayne Blvd. 15th Floor Miami, FL 33137	Delaware

The principal office address for the Surviving Company is the same as above.

The manager for the Surviving Company are as follows:

Derek Dubner, Manager
2650 North Military Trail
Suite 300
Boca Raton, FL 33431

SECOND: The name, address of principal office, and jurisdiction of the **merging** corporation (the "**Merging Corporation**") are as follows:

<u>Name and Address</u>	<u>Jurisdiction</u>
The Best One, Inc. 2650 North Military Trail Suite 300 Boca Raton, FL 33431	Florida

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

1. At the Effective Time (as defined below), the Merging Corporation shall be merged with and into the Surviving Company in accordance with the applicable provisions of the Delaware Limited Liability Company Act (the "**DLLCA**") and the Florida Business Corporation Act (the "**FBCA**"). Following the merger, the Surviving Company shall continue as the Surviving Company and the separate corporate existence of Merging Corporation shall cease.

2. Contemporaneously with the closing of the merger, the parties hereto shall (a) file with the Secretary of State of the State of Florida, the Articles of Merger and this Plan of Merger meeting the requirements of Section 607.1108 of the FBCA and (b) file with the Secretary of State of the State of Delaware, a Certificate of Merger meeting the requirements of Section 18-

209 of the DLLCA (the "Delaware Certificate of Merger" and together with the Florida Articles and Plan of Merger, the "Certificates of Merger"). The merger shall become effective at 12:01 a.m. on March 21, 2015 (the "Effective Time").

3. The merger shall have the effects set forth in the applicable provisions of the DLLCA and the FBCA. Without limiting the generality of the foregoing and subject thereto, at the Effective Time all the property, rights, privileges, immunities, powers and franchises of the Surviving Company and the Merging Corporation shall vest in the Surviving Company, and all debts, liabilities, obligations and duties of the Surviving Company and the Merging Corporation shall become the debts, liabilities, obligations and duties of the Surviving Company.

4. As a result of the merger and at the Effective Time, the constituent documents of the shall be as follows:

- a) Certificate of Formation. The Certificate of Formation of the Surviving Company shall continue as the Certificate of Formation of the Surviving Company, provided that the Certificate of Formation shall be amended to change the name of the Surviving Company to Interactive Data Intelligence, LLC.
- b) LLC Agreement. The Limited Liability Company Agreement of the Surviving Company ("LLC Agreement") shall continue in full force and effect with respect to the Surviving Company until thereafter amended in accordance with the DLLCA; provided, however, that as of the Effective Time, such LLC Agreement shall be amended to provide that the name of Surviving Company is "Interactive Data Intelligence, LLC."

5. At the Effective Time, the managers of the Surviving Company as of the time immediately prior to the Effective Time, shall remain the managers of the Surviving Company until their respective successors are duly elected or appointed and qualified, or until the earlier death, resignation or removal. Furthermore, by virtue of the Merger and without any action on the part of Merging Corporation or Surviving Company, at the Effective Time, Derek Dubner is hereby appointed as an additional Manager of the Surviving Company. At the Effective Time, the officers of the Surviving Company as of the time immediately prior to the Effective Time, shall remain the officers of the Surviving Company (retaining their respective positions and terms of office) until their respective successors are duly elected or appointed or qualified, or until the earlier death, resignation or removal. Furthermore, by virtue of the Merger and without any action on the part of Merging Corporation or Surviving Company, at the Effective Time, Derek Dubner is hereby appointed Chief Executive Officer of the Surviving Company.

FOURTH: At the Effective Time, the outstanding securities of the Merging Corporation and the Surviving Company shall be converted as follows:

1. Each share of Common Stock of Merging Corporation, no par value, issued and outstanding immediately prior to the Effective Time (other than dissenting shares) shall cease to be outstanding and shall be converted into and exchanged for the right to receive one (1) validly issued, fully paid and nonassessable share Common Stock, par value \$0.0005 per share ("Parent Common Stock") of Tiger Media, Inc., a Delaware corporation (the "Parent").

2. Each share of Series A Preferred Stock of Merging Corporation, par value \$0.001 per share, issued and outstanding immediately prior to the Effective Time (other than dissenting shares) shall cease to be outstanding and shall be converted into and exchanged for the right to receive 525.063 validly issued, fully paid and nonassessable shares of Series A Convertible Preferred Stock, par value \$0.0001 per share ("**Parent Preferred Stock**") of Parent.
3. Each share of Series B Preferred Stock of Merging Corporation, par value \$0.001 per share issued and outstanding immediately prior to the Effective Time (other than dissenting shares) shall cease to be outstanding and shall be converted into and exchanged for the right to receive 0.750089 validly issued, fully paid and nonassessable share of Parent Preferred Stock.
4. Each share of Series C Preferred Stock of Merging Corporation, par value \$0.001 per share issued and outstanding immediately prior to the Effective Time (other than dissenting shares) shall cease to be outstanding and shall be converted into and exchanged for the right to receive 0.750089 validly issued, fully paid and nonassessable share of Parent Common Stock.
5. Each share of Series D Preferred Stock of Merging Corporation, par value \$0.001 per share issued and outstanding immediately prior to the Effective Time (other than dissenting shares) shall cease to be outstanding and shall be converted into and exchanged for the right to receive 525.063 validly issued, fully paid and nonassessable shares of Parent Common Stock.
6. One hundred percent (100%) of the membership interests of TBO Acquisition, LLC issued and outstanding immediately prior to the Effective Time shall be converted into membership interests of the Surviving Company, so that at the Effective Time, Parent shall be the holder of all of the issued and outstanding membership interests of the Surviving Company.
7. Each outstanding restricted stock unit of Merging Corporation, whether or not vested, shall be assumed by Parent on substantially the same terms and conditions as were applicable to such restricted stock unit prior to the Merger.
8. Each outstanding warrant to purchase shares of Common Stock of Merging Corporation shall be assumed by Parent on substantially the same terms and conditions as were applicable to such warrant prior to the Merger.

FIFTH: Each holder of Merging Corporation's Series A Preferred Stock and/or Series D Preferred Stock immediately prior to the Effective Time (other than holders of dissenting shares) shall also be entitled to receive 225.027 shares of Parent Preferred Stock or Parent Common Stock, respectively, for each such share of Merging Corporation's Series A Preferred Stock and/or Series D Preferred Stock if certain revenue targets are achieved within two years following the Effective Time, as more fully described in that certain Merger Agreement and Plan of Reorganization, dated as of December 14, 2014, as amended, by and among Parent, Merging Corporation and Surviving Company, among others, on file at the principal office of Surviving Company.

[Signature page follows]

IN WITNESS WHEREOF, the duly authorized officers of the Surviving Company and the Merging Corporation have executed and delivered this Plan of Merger as of March 20, 2015.

SURVIVING COMPANY:

TBO Acquisition, LLC a Delaware
limited liability company

By: 
Name: Joshua Weingard
Title: Manager

MERGING CORPORATION:

The Best One, Inc., a Florida Corporation

By: _____
Name: Derek Dubner
Title: Chief Executive Officer

IN WITNESS WHEREOF, the duly authorized officers of the Surviving Company and the Merging Corporation have executed and delivered this Plan of Merger as of March 20, 2015.


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limited liability company

By: _____
Name: Joshua Weingard
Title: Manager

MERGING CORPORATION:

The Best One, Inc., a Florida Corporation

By:  _____
Name: Derek Dubner
Title: Chief Executive Officer