

S02358

Florida Department of State
Division of Corporations
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9/30/08

MERGER OR SHARE EXCHANGE

APPLICANT INSIGHT, INC.

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Morgan
T. Roberts OCT 02 2008



October 2, 2008

FLORIDA DEPARTMENT OF STATE
Division of Corporations

APPLICANT INSIGHT, INC.
P.O. BOX 458
NEW PT RICHEY, FL 34656US

SUBJECT: APPLICANT INSIGHT, INC.
REF: S02358

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

You failed to make the correction(s) requested in our previous letter.

The current name of the entity is as referenced above. Please correct your document accordingly.


Please correct name on last page.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6892.

Tina Roberts
Regulatory Specialist II

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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)
APPLICANT INSIGHT, INC.	Florida	S02358

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
NOMOREFORMS, INC.	Delaware	

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 9 / 30 / 2008 (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
September 29, 2008 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 _____

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on
September 29, 2008 and shareholder approval was not required.

(Attach additional sheets if necessary)

Boniface R. Idziak, President

AGREEMENT AND PLAN OF MERGER

OF

NOMOREFORMS, INC.

a Delaware corporation

INTO

APPLICANT INSIGHT, INC.

a Florida corporation

THIS AGREEMENT AND PLAN OF MERGER, dated as of September 30, 2008 (the "Agreement"), is executed by and between **NOMOREFORMS, INC.**, a Delaware corporation (the "Merging Corporation"), and **APPLICANT INSIGHT, INC.**, a Florida corporation (the "Surviving Corporation") (the Merging Corporation and the Surviving Corporation are sometimes called the "Constituent Corporations").

WHEREAS, the Merging Corporation is a corporation duly organized and existing under the laws of the State of Delaware, and the Surviving Corporation is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, the Merging Corporation is a subsidiary of the Surviving Corporation, with more than 90% of the shares of the Merging Corporation being owned by the Surviving Corporation;

WHEREAS, the Boards of Directors of the Constituent Corporations deem it advisable for the general welfare and advantage of the Constituent Corporations that the Constituent Corporations merge into a single corporation pursuant to this Agreement and the applicable laws of the States of Delaware and Florida.

NOW, THEREFORE, the parties agree that the Constituent Corporations shall be merged on the following terms and conditions:

1. **The Merger.** At the Effective Time of the Merger (as defined below), the separate existence of the Merging Corporation shall cease and the Merging Corporation shall be merged with and into the Surviving Corporation (the "Merger"), which shall continue its corporate existence and be the corporation surviving the Merger.

2. **Effective Time.** Consummation of this Agreement shall be effected by filing the appropriate documents in the States of Delaware and Florida, after satisfaction of the requirements of the applicable laws of Delaware and Florida. The Merger shall become effective at 11:59 P.M. Eastern Time on September 30, 2008 (the "Effective Time").

3. **Certificate of Incorporation and By-Laws.**

(a) The Certificate of Incorporation of the Surviving Corporation at the Effective Time of the Merger shall continue to be the Certificate of Incorporation of the Surviving Corporation until changed as provided by law.

(b) The By-Laws of the Surviving Corporation at the Effective Time of the Merger shall continue to be the By-Laws of the Surviving Corporation until altered or amended in accordance with the provisions thereof.

4. **Directors, Officers and Registered Agent.** The directors, officers and registered agent and registered office of the Surviving Corporation at the Effective Time of the Merger shall continue to be the directors, officers and registered agent and registered office, respectively, of the Surviving Corporation until their successors are chosen.

5. **Terms of Merger.**

(a) From and after the Effective Time of the Merger, the Surviving Corporation shall possess all the rights, privileges, immunities, and franchises of a public, as well as of a private nature, of each of the Constituent Corporations; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares and all other choses in action, and all and every other interest, of or belonging to or due to each of the Constituent Corporations, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in any of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger, provided, however, that the Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations, 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 taken place, or the Surviving Corporation may be substituted in its place, and neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the Merger.

(b) At the Effective Time, all of the shares of the Merging Corporation outstanding immediately prior to the Merger shall be canceled and no new shares of the Surviving Corporation shall be issued in connection therewith. From and after the Effective Time, the holders of the shares of the Merging Corporation shall have no further rights or ownership interest in the Surviving Corporation. No consideration shall be paid for the shares of the Merging Corporation that are cancelled (other than the assumption of liabilities and indebtedness occurring by operation of law in connection with the Merger).

(c) The Surviving Corporation shall pay all expenses of carrying this Plan into effect and accomplishing the Merger provided for herein.

(d) The officers and directors of the Constituent Corporations shall execute and deliver all such documents and take all such actions as may be necessary or advisable, or as may be requested by the Surviving Corporation from time to time, in order to vest fully all the

property rights of the Constituent Corporations in the Surviving Corporation and otherwise carry out this Plan.

(e) Anything herein or elsewhere to the contrary notwithstanding, this Plan may be abandoned by the mutual consent of the Constituent Corporations, evidenced by appropriate resolutions of their respective Board of Directors, at any time prior to the Effective Time of the Merger.

6. Dissenting. Notwithstanding anything in this Agreement to the contrary, each holder of shares of stock of the Merging Corporation issued and outstanding immediately prior to the Effective Time shall have the right to demand an appraisal of such shares in accordance with Section 262 of the General Corporation Law (the "GCL") of the State of Delaware (or any successor provisions) (the "Dissenting Shares"), unless such holder fails to perfect, effectively withdraws or otherwise loses such holder's right to such appraisal. No holder of Dissenting Shares shall, after the Effective Time, be entitled to vote for any purpose, or be entitled to the payment of dividends or other distributions with respect to the Dissenting Shares (except dividends or other distributions payable to shareholders of record prior to the Effective Time). Except as required by applicable law or a valid final court order, if, after the Effective Time, such holder fails to perfect or loses such right to appraisal, each share of Merging Corporation stock held by such holder shall be treated as a share of Merger Corporation stock that had been canceled. Each holder of Dissenting Shares who becomes entitled under the GCL to payment for such holder's shares of Merger Corporation Stock shall receive payment therefor after the Effective Time from the Surviving Corporation (but only after the amount thereof shall have been agreed upon or finally determined pursuant to the GCL) and such Dissenting Shares shall thereupon be canceled.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts executed and performed within the State of Delaware, without regard to principles of conflicts of laws.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement to be signed on its behalf on the day and year first above written.

NOMOREFORMS, INC., a Delaware corporation

By: 

Name: Boniface R. Idziak III

Title: President

APPLICANT INSIGHT, INC., a
Florida corporation

By: 

Name: John E. Danneberg

Title: Chief Executive Officer