

DEC. 22 2004 3:19 PM

CORPORATION AND CO.

NO. 560 1/9

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Florida Department of State
Division of Corporations
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EFFECTIVE DATE
12-27-04

MERGER OR SHARE EXCHANGE

BLOCKBUSTER INC.

Certificate of Status	0
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DIVISION OF CORPORATIONS

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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CORPORATION SVC CO

NO. 760 P. 2/9

DEC 22 2004 11:21 FR BB CORP LEGAL

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P.17/34

H04000251840 3

ARTICLES OF MERGER

OF

BLOCKBUSTER COMPUTER SYSTEMS CORPORATION,
(a Florida corporation)

AND

BLOCKBUSTER INC.,
(a Delaware corporation)

EFFECTIVE DATE
12-27-04

To the Department of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the foreign parent business corporation of the domestic wholly-owned subsidiary business corporation herein named does hereby adopt the following articles of merger.

1. Annexed hereto and made a part hereof is the Agreement and Plan of Merger for merging Blockbuster Computer Systems Corporation with and into Blockbuster Inc. as approved and adopted by the Board of Directors of Blockbuster Computer Systems Corporation on December 20, 2004 and as approved and adopted by the Board of Directors of Blockbuster Inc. on December 20, 2004.

2. The merger of Blockbuster Computer Systems Corporation with and into Blockbuster Inc. is permitted by the laws of the jurisdiction of organization of Blockbuster Inc. and has been authorized in compliance with said laws. The date of adoption of the Agreement and Plan of Merger by the Board of Directors of Blockbuster Inc. was December 20, 2004.

3. Shareholder approval was not required for the merger.

4. Blockbuster Inc. in its capacity as the holder of all of the outstanding shares of Blockbuster Computer Systems Corporation waived the mailing of a copy of the Agreement and Plan of Merger to Blockbuster Inc. otherwise provided for under the provisions of Section 607.1104 of the Florida Corporations Code.

5. The effective time and date of the merger provided for herein in the State of Florida shall be 12:02 a.m. on December 27, 2004.

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DEC. 22. 2004 3:20PM CORPORATION SVC CO

NO. 760 P. 3/9

DEC 22 2004 11:21 FR BB CORP LEGAL

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P. 10/34

H04000251840 3

Executed on December 20, 2004.

BLOCKBUSTER INC.

By: Edward B. Stead
Edward B. Stead
Executive Vice President and General Counsel

H04000251840 3

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of December 20, 2004, is by and among 2-Day Video, Inc. of Georgia, a Georgia corporation ("2 Day Video"), Atlantic Associates, Inc., a Delaware corporation formed under the name BVAR, Inc. ("Atlantic Associates"), Blockbuster Amphitheater Corporation, a Delaware corporation ("Blockbuster Amphitheater"), Blockbuster Computer Systems Corporation, a Florida corporation formed under the name Blockbuster Videos of Florida, Inc. ("Blockbuster Computer Systems"), Blockbuster Entertainment Corporation, a Delaware corporation ("Blockbuster Entertainment"), Blockbuster SC Video Operating Corporation, a Delaware corporation formed under the name SC Video Corporation ("Blockbuster SC Video"), Charlotte Amphitheater Corporation, a Delaware corporation ("Charlotte Amphitheater"), Major Video Super Stores, Inc., a Nevada corporation formed under the name Captain Video, Inc. ("Major Video Super Stores"), Montgomery Acquisition, Inc., a Delaware corporation ("Montgomery Acquisition"), On-Line Subscription Services Inc., a Delaware corporation ("On-Line Subscription Services"), The T.V. Factory, Inc., a New York corporation ("TV Factory"), The Westside Amphitheatre Corp., an Arizona corporation formed under the name The Amphitheatre at Reach 11 Corp. ("Westside Amphitheatre"), UI Video Stores, Inc., a Colorado corporation formed under the name UCT Video, Inc. ("UI Video Stores," and together with 2 Day Video, Atlantic Associates, Blockbuster Amphitheater, Blockbuster Computer Systems, Blockbuster Entertainment, Blockbuster SC Video, Charlotte Amphitheater, Major Video Super Stores, Montgomery Acquisition, On-Line Subscription Services, TV Factory and Westside Amphitheatre, the "Merged Corporations"), WJB Realty, L.P., a South Carolina limited partnership ("WJB Realty"), WJB Video Limited Partnership, a South Carolina limited partnership formed under the name Blockbusters Limited Partnership ("WJB Video," and together with WJB Realty, the "Merged Limited Partnerships") (the Merged Corporations and together with the Merged Limited Partnerships, the "Merged Entities"), and Blockbuster Inc., a Delaware corporation ("Blockbuster" and together with the Merged Entities, the "Constituent Entities").

RECITALS

WHEREAS, Blockbuster owns all of the issued and outstanding capital stock of each of the Merged Corporations, except Charlotte Amphitheater and Westside Amphitheatre; and

WHEREAS, Blockbuster Amphitheater, a direct wholly-owned subsidiary of Blockbuster, owns all of the issued and outstanding capital stock of Charlotte Amphitheater and Westside Amphitheatre and will be merged into Blockbuster (the "BB Amphitheater Merger") immediately prior to the merger of the remaining Merged Corporations, other than Atlantic Associates, into Blockbuster; and

WHEREAS, Blockbuster owns units representing a 50% general partner interest in each of the Merged Limited Partnerships and is the sole general partner of each of the Merged Limited Partnerships; and

WHEREAS, Atlantic Associates, a direct wholly-owned subsidiary of Blockbuster, owns units representing a 50% limited partner interest in each of the Merged Limited Partnerships and is the sole limited partner of each of the Merged Limited Partnerships and will be merged into Blockbuster concurrently with the BB Amphitheater Merger;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements set forth herein, the parties hereto agree to the following plan of merger (the "Plan of Merger").

PLAN OF MERGER

1. The Merger. The Merged Entities shall merge (the "Mergers") with and into Blockbuster in accordance with the provisions of the laws of the state of incorporation or formation of each of the Constituent Entities. At the applicable Effective Times (as defined below), pursuant to the provisions of the laws of the state of incorporation or formation of each of the Constituent Entities, the separate existence of each of the Merged Entities shall cease and Blockbuster shall continue in existence as the surviving entity of the Mergers (the "Surviving Corporation").

2. Effect of the Merger. At the applicable Effective Times, all of property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets and obligations of every kind and description of each of the Merged Entities shall be transferred to, vested in and devolve upon the Surviving Corporation without further act or deed, and all property, rights, obligations and every other interest of Blockbuster and the Merged Entities shall be as effectively the property of the Surviving Corporation as they were of Blockbuster and the Merged Entities, respectively; and Blockbuster expressly agrees to assume and discharge, at the applicable Effective Times, all of the liabilities and obligations of the Merged Entities.

3. Further Assurances. Each of the Merged Entities hereby agrees that at any time, or from time to time, as and when requested by the Surviving Corporation, or by its successors or assigns, it will execute and deliver, or cause to be executed or delivered in its name by its last acting officers, or by the corresponding officers of the Surviving Corporation, all such conveyances, assignments, transfers, deeds or other instruments, and will take or cause to be taken such further or other action and give such assurances as the Surviving Corporation, its successors or assigns may deem necessary or desirable in order to evidence the transfer, vesting of any property, right, privilege or franchise or to vest or to perfect in or confirm to the Surviving Corporation, or its successors or assigns, title to and possession of all the property, rights, privileges, powers, immunities, franchises and interests referred to in this Agreement and otherwise to carry out the intent and purposes thereof.

4. Effective Time. The Mergers shall become effective upon the filing of certificates of merger with the Secretary of State of the State of Delaware, or at such later date as is specified in such certificates of merger (the "Effective Time").

5. Effect on Capital Stock.

(i) Outstanding Capital Stock of the Merged Corporations. Each share of capital stock of the Merged Corporations issued and outstanding immediately prior to the applicable Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and retired and cease to exist at the Effective Time.

As to each of the Merged Corporations, the designation and number of outstanding shares of capital stock, and the voting rights as to such capital stock, immediately prior to the applicable Effective Time is as follows:

<u>Merged Corporation</u>	<u>Designation and Number of Outstanding Shares</u>
2 Day Video	1,000 shares of common stock, no par value
Atlantic Associates	100 shares of common stock, par value \$0.10
Blockbuster Amphitheater	100 shares of common stock, par value \$0.10
Blockbuster Computer Systems	100 shares of common stock, par value \$0.01
Blockbuster Entertainment	100 shares of common stock, par value \$0.01
Blockbuster SG Video	1,000 shares of common stock, par value \$0.01
Charlotte Amphitheater	100 shares of common stock, par value \$1.00
Major Video Super Stores	2,500 shares of common stock, no par value
Montgomery Acquisition	200 shares of common stock, par value \$1.00
On-Line Subscription Services	100 shares of common stock, par value \$0.01
TV Factory	10 shares of common stock, no par value
Westside Amphitheatre	1,961 shares of common stock, no par value
UI Video Stores	100 shares of common stock, par value \$0.10

(ii) Treasury Shares. Each share of capital stock of each of the Merged Corporations which is held as a treasury share by any of the Merged Corporations immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of such corporations, be canceled and retired and cease to exist at the applicable Effective Time.

(iii) Partnership Interests of the Merged Limited Partnerships. Each issued and outstanding limited partner and general partner interest in the Merged Limited Partnerships immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and retired and cease to exist at the applicable Effective Time.

6. Certificate of Incorporation. The certificate of incorporation of Blockbuster in effect immediately prior to the last Effective Time shall be the certificate of incorporation of the Surviving Corporation.

7. Bylaws. The bylaws of Blockbuster in effect immediately prior to the last Effective Time shall be the bylaws of the Surviving Corporation.

8. Directors and Officers. The directors and officers of Blockbuster in office immediately prior to the last Effective Time shall be the directors and officers of the Surviving Corporation, all of whom shall hold their directorships and offices until whichever of the following shall first occur: their successor is duly elected and qualified, their resignation, their removal or their death.

9. Authorization. The officers of Blockbuster are each hereby authorized and directed to cause to be executed, filed and recorded any document or documents prescribed by the laws of the state of incorporation or formation of each of the Constituent Entities, and to cause to be performed all necessary acts therein and elsewhere required or necessary to effectuate the Merger.

10. Approval of Merger. The approval of this Agreement by each of the Constituent Entities was duly authorized by all actions required by the laws of their respective states of incorporation or formation and by their organizational documents.

11. Consent to Service of Process. Following the Merger, the Surviving Corporation consents and agrees to be served with process in each state in which the Merged Entities are organized and hereby irrevocably appoints the Secretary of State of each such state as its agent to accept service of process in any suit or other proceedings in such state to enforce against the Surviving Corporation any obligation of a Merged Entity which was organized in such state.

12. Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same signature page.

13. Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable in any jurisdiction, such provision shall, as to that jurisdiction, be interpreted to be only so broad as is enforceable.

14. Termination. This Agreement may be terminated and abandoned at any time prior to the Effective Time of the Merger. In the event of the termination and abandonment of this Agreement, this Agreement shall be of no further force or effect.

15. Modification and Amendment. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefits thereof, and this Agreement may be modified or amended at any time to the fullest extent permitted by the laws of the state of incorporation or formation of each of the Constituent Entities. Any waiver, modification or amendment shall be effective only if reduced to writing and executed by the duly authorized representatives of each of the Constituent Entities.

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16. Expenses. The Surviving Corporation shall pay all expenses of carrying this Agreement into effect and accomplishing the Merger herein provided for.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf by an officer duly authorized thereunto effective as of the date first written above.

MERGED ENTITIES:

2 DAY VIDEO, INC. OF GEORGLA

ATLANTIC ASSOCIATES, INC.

BLOCKBUSTER AMPHITHEATER CORPORATION

BLOCKBUSTER COMPUTER SYSTEMS CORPORATION

BLOCKBUSTER ENTERTAINMENT CORPORATION

BLOCKBUSTER SC VIDEO OPERATING CORPORATION

CHARLOTTE AMPHITHEATER CORPORATION

MAJOR VIDEO SUPER STORES, INC.

MONTGOMERY ACQUISITION, INC.

ON-LINE SUBSCRIPTION SERVICES INC.

THE T.V. FACTORY, INC.

THE WESTSIDE AMPHITHEATRE CORP.

UI VIDEO STORES, INC.

By:

Edward A. Stead

Edward B. Stead

Executive Vice President and General Counsel

WJB REALTY, L.P.

WJB VIDEO LIMITED PARTNERSHIP

By: Blockbuster Inc., Its General Partner

By:

Edward A. Stoff

Edward B. Stead

Executive Vice President and General Counsel

BLOCKBUSTER:

BLOCKBUSTER INC.

By:

Edward H. Street

Edward B. Stead

Executive Vice President and General Counsel