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CONTACT: KATIE WONSCH

DATE: 08/05/2005

REF. #: 000631.41016

CORP. NAME: PRC, LLC

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|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input checked="" type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | | |
| <input type="checkbox"/> OTHER: | | |

STATE FEES PREPAID WITH CHECK# 513668 FOR \$ 90.00

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ COST LIMIT: \$ _____

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| <input type="checkbox"/> CERTIFICATE OF STATUS | | |

Examiner's Initials

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05 AUG -5 PM 3:36
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TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
OF
PRECISION RESPONSE CORPORATION
(a Florida Corporation)
F82068
L05000075658
INTO
PRC, LLC
(a Florida Limited Liability Company)

Pursuant to the provisions of §607.1109 and §608.4382 Florida Statutes, these Articles of Merger provide that:

1. PRECISION RESPONSE CORPORATION, a Florida Corporation (the "Merged Corporation"), shall be merged into PRC, LLC, a Florida limited liability company. PRC, LLC, a Florida limited liability company, shall be the surviving limited liability company in the merger (the "Surviving Limited Liability Company").

2. The merger shall become effective upon the filing of these Articles of Merger with the Secretary of State of the State of Florida (the "Effective Date").

3. The Articles of Organization of the Surviving Limited Liability Company as in effect immediately prior to the Effective Date shall remain and be the Articles of Organization of the Surviving Limited Liability Company.

4. The merger of the Merged Corporation into the Surviving Limited Liability Company is permitted under the laws of the State of Florida.

5. The Plan of Merger is set forth as Exhibit A hereto.

6. The Plan of Merger was adopted and approved by the written consent of the sole member-manager of the Surviving Limited Liability Company on August 3, 2005 and by the joint written consent of the Board of Directors and sole shareholder of the Merged Corporation on August 3, 2005, in accordance with the laws of the State of Florida.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed these Articles of Merger on this 5th day of August, 2005.

PRECISION RESPONSE CORPORATION,
a Florida Corporation

By: 

Name: Eric Kabot
Title: Secretary

PRC, LLC, a Florida limited liability company

By: IAC/InterActiveCorp, its Member-Manager

By: 

Name: Gregg Winiarski
Title: Vice President

Exhibit A

Plan of Merger

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into this 5th day of August 2005, by and between **PRECISION RESPONSE CORPORATION**, a Florida corporation (hereinafter sometimes referred to as the "Merged Corporation"), and **PRC, LLC**, a Florida limited liability company (the "Surviving Limited Liability Company"). The Merged Company and the Surviving Limited Liability Company hereinafter sometimes referred to as the "Constituent Entities."

WITNESSETH:

WHEREAS, the parties desire that the Merged Corporation merge into the Surviving Limited Liability Company in a manner which conforms to Sections 607.1108 and 608.438 Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties hereinafter set forth, the parties hereto agree as follows:

1. Merger. The Merged Corporation shall merge into the Surviving Limited Liability Company in accordance with the laws of the State of Florida. The Surviving Limited Liability Company shall be the surviving entity in the merger.

2. Effective Time. The merger shall become effective upon filing Articles of Merger with the Secretary of State of the State of Florida (the "Effective Time").

3. Rights of the Surviving Limited Liability Company. Upon the Effective Time: (a) the Merged Corporation and the Surviving Limited Liability Company shall become a single limited liability company and the separate existence of the Merged Corporation shall cease; (b) the Surviving Limited Liability Company shall succeed to and possess all of the rights, privileges, powers and immunities of the Merged Corporation which, together with all of the assets, properties, business, patents, trademarks, and goodwill of the Merged Corporation, of every type and description wherever located, real, personal or mixed, whether tangible or intangible, including without limitation, all accounts receivable, banking accounts, cash and securities, claims and rights under contracts, and all books and records relating to the Merged Corporation shall vest in the Surviving Limited Liability Company without further act or deed and the title to any real property or other property vested by deed or otherwise in the Merged Corporation shall not revert or in any way be impaired by reason of the Merger; (c) all rights of creditors and all liens upon any property of the Constituent Entities shall be unimpaired; the Surviving Limited Liability Company shall be subject to all the contractual restrictions, disabilities and duties of the Constituent Entities; and all debts, liabilities and obligations of the respective Constituent Entities shall thenceforth attach to the Surviving Limited Liability Company and may be enforced against it to the same extent as if said debts, liabilities and obligations had been incurred or contracted by it; provided, however, that nothing herein is intended to or shall extend or enlarge any obligation or the lien of any indenture, agreement or other instrument executed or assumed by the Constituent Entities; and (d) without limitation of the foregoing provisions of this Section 3, all limited liability company acts, plans, policies, contracts, approvals and authorizations of the Constituent Entities, their members, Boards of

Directors, committees elected or appointed by the Boards of Directors, officers and agents, which were valid and effective and which did not have terms expressly requiring termination by virtue of the Merger, shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Limited Liability Company as they were with respect to the Constituent Entities.

4. Articles of Organization, Limited Liability Company Agreement, Members of Surviving Limited Liability Company. Upon the Effective Time: (a) the Articles of Organization of the Surviving Limited Liability Company shall continue as the Articles of Organization of the Surviving Limited Liability Company until amended in the manner provided by law; (b) the Limited Liability Company Agreement of the Surviving Limited Liability Company shall continue as the Limited Liability Company Agreement of the Surviving Limited Liability Company until amended in the manner provided by law; and (c) the members of the Surviving Limited Liability Company Agreement shall remain the members of the Surviving Limited Liability Company.

5. Designation and Number of Members. The manner and basis for converting the shares of the Merged Corporation into member interests in the Surviving Limited Liability Company shall be as follows:

a. Immediately prior to the Effective Time, the Merged Corporation has the following shareholders owning the following number of shares:

<u>Shareholder</u>	<u>Number of Shares</u>
IAC/InterActive Corp. 152 West 57th Street, New York 10019	100

b. Immediately following the Effective Time, the Surviving Limited Liability Company will have the following Members owning the following percentage interest:

<u>Member</u>	<u>Percentage Interest</u>
IAC/InterActive Corp.	100%

6. Initial Manager. The Surviving Limited Liability Company will be member managed.

7. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the merger, and supersedes all prior agreements, written or oral, with respect thereto.

8. Waivers and Amendments. This Agreement may not be amended, modified, superseded, cancelled, renewed, extended or waived except by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance.

9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida without regard to its choice of laws provisions.

10. Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

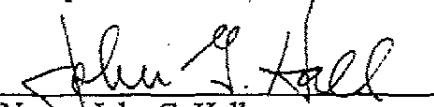
11. Severability of Provisions. The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one in the same document.

[SIGNATURES ON THE FOLLOWING PAGE]

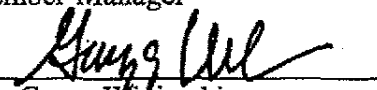
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

PRECISION RESPONSE CORPORATION,
a Florida corporation

By: 
Name: John G. Hall
Title: Chief Executive Officer

PRC, LLC,
a Florida limited liability company

By: IAC/InterActiveCorp,
a Delaware corporation,
as Member-Manager

By: 
Name: Gregg Winiarski
Title: Vice President