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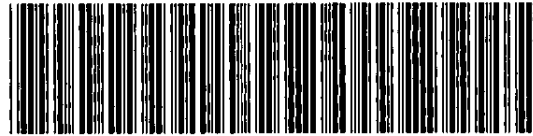
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B. KOHR

FEB 19 2008

EXAMINER

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Cyber Sport Manufacturing, LLC

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- ___ Art of Inc. File _____
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- ___ Art. of Amend. File _____
- ___ RA Resignation _____
- ___ Dissolution / Withdrawal _____
- ___ Annual Report / Reinstatement _____
- ___ Cert. Copy _____
- ___ Photo Copy _____
- ___ Certificate of Good Standing _____
- ___ Certificate of Status _____
- ___ Certificate of Fictitious Name _____
- ___ Corp Record Search _____
- ___ Officer Search _____
- ___ Fictitious Search _____
- ___ Fictitious Owner Search _____
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- ___ Driving Record _____
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Signature _____

Requested by: _____

Name _____

Date _____

Time _____

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CERTIFICATE OF MERGER
of
CYBER SPORT MANUFACTURING, LLC
A New York Limited Liability Company
into
CYBER SPORT MANUFACTURING, LLC
A Florida Limited Liability Company
Pursuant to Section 608.4382, Florida Statutes

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TALLAHASSEE, FLORIDA

IT IS HEREBY CERTIFIED THAT:

FIRST: The merging party, CYBER SPORT MANUFACTURING, LLC, a New York limited liability company (the "Merging Party"), was organized according to the laws of the State of New York on August 7, 2006.

SECOND: The surviving party, CYBER SPORT MANUFACTURING, LLC, a Florida limited liability company (the "Surviving Party"), was organized according to the laws of the State of Florida on February 13, 2008. Each of the Merging Party and the Surviving Party are herein sometimes referred to as a "Constituent Company".

THIRD: The Surviving Party approved the attached Agreement and Plan of Merger in accordance with the applicable provisions of Chapter 608, Florida Statutes.

FOURTH: The Merging Party approved the attached Agreement and Plan of Merger in accordance with the applicable laws of the State of New York.

FIFTH: The Operating Agreement of the Merging Party shall be the Operating Agreement of the Surviving Party.

SIXTH: The original, executed Agreement and Plan of Merger is on file at the principal place of business of CYBER SPORT MANUFACTURING, LLC, 7160 Malberry Run, Winter Garden, Florida 34787, a copy of which will be furnished by the Surviving Party, on request and without any costs to any member of a Constituent Company.

IN WITNESS WHEREOF, the undersigned, thereunto duly authorized, have executed this Certificate of Merger of CYBER SPORT MANUFACTURING, LLC, a New York company, into CYBER SPORT MANUFACTURING, LLC, a Florida company, and affirm the statements made herein as true under the penalties of perjury this 8th day of February, 2008.

CYBER SPORT MANUFACTURING, LLC
A New York Limited Liability Company

By: _____

James J. Kessler

CYBER SPORT MANUFACTURING, LLC
A Florida Limited Liability Company

By: _____

James J. Kessler

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") dated as of February 8th, 2008 is by and between CYBER SPORT MANUFACTURING, LLC, a New York limited liability company ("COMPANY"), and CYBER,SPORT MANUFACTURING, LLC, a Florida limited liability company ("SURVIVOR"). COMPANY and SURVIVOR are herein sometimes called the "Constituent Companies"

WITNESSETH:

WHEREAS, COMPANY and SURVIVOR intend to effect the acquisition of COMPANY by SURVIVOR through a merger of COMPANY into SURVIVOR on the terms and conditions set forth in this Agreement; and

WHEREAS, this Agreement is intended to be a "plan of reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code").

NOW THEREFORE, in consideration of the mutual representations, warranties and covenants contained herein, the COMPANY and SURVIVOR agree as follows:

SECTION 1 - THE MERGER

1.1 The Merger. Upon the terms and subject to the conditions of this Agreement, and in accordance with the Laws of the State of Florida ("FLCL") and the Laws of the State of New York ("NYCL"), COMPANY shall be merged with and into SURVIVOR (the "Merger"). The Merger shall occur at the Effective Time (as defined herein). Following the Merger, SURVIVOR shall continue as the surviving company (the "Surviving Company") and the separate existence of COMPANY shall cease. As a result of the Merger, the outstanding Membership interests of the Constituent Companies shall be converted in the manner provided in Section 1.6.

1.2 Effective Time. As soon as practicable after satisfaction or waiver of all conditions to the Merger, the parties shall cause a Certificate of Merger to be filed in accordance with the NYCL and FLCL (the "Merger Certificate") and shall take all such further actions as may be required by law to make the Merger effective. The Merger shall be effective at such time as the Merger Certificate shall have been filed by the Secretaries of State of New York and Florida in accordance with the NYCL and FLCL or at such later time as is specified in the Merger Certificate (the "Effective Time"). Immediately prior to the filing of the Merger Certificate, a closing (the "Closing") will be held at the offices of BLAIR & ROACH, LLP, 2645 Sheridan Drive, Tonawanda, New York 14150 (or such other place as the parties may agree) for the purpose of confirming satisfaction or waiver of all conditions to the Merger. Subject to satisfaction or waiver of each of the conditions specified in this Agreement, the Closing shall take place within three (3) business days after the last to occur of:

- (a) the day the Merger is approved by the members of SURVIVOR; or

(b) the day the issuance of the Merger Consideration (as defined below) is approved by the members of SURVIVOR; or

(c) on such other date as the parties may agree, but not later than March 31, 2008. The date on which the Closing occurs is referred to herein as the "Closing Date."

1.3 Effects of the Merger. The Merger shall have the effects set forth in the FLCL and the NYCL.

1.4 Articles of Organization and Operating Agreements. The Articles of Organization of the SURVIVOR shall be the Articles of Organization for the Surviving Company. The Operating Agreement of the COMPANY shall be the Operating Agreement of the Surviving Company.

1.5 Managers and Officers. The managers and officers of the Surviving Company immediately after the Effective Time shall be the same as the managers and officers of COMPANY prior to the Effective Time. Each officer and manager shall hold office until his successor shall be duly appointed or elected, as the case may be, and qualified or until his earlier death, resignation or removal in accordance with the Articles of Organization and Operating Agreement of the Surviving Company.

1.6 Membership Interests. For all purposes of this Agreement, Merger Consideration means all membership interests of SURVIVOR. In consideration of the acquisition of COMPANY by SURVIVOR through the merger of COMPANY into SURVIVOR, forty (40) units, being all units of membership interest of COMPANY, outstanding immediately prior to the Effective Time, shall be converted into and become the like amount of membership units of SURVIVOR.

1.7 Closing of COMPANY Transfer Books. At the Effective Time, the Membership transfer books of COMPANY shall be closed and no transfer of COMPANY membership interests shall thereafter be made. If, after the Effective Time, certificates representing COMPANY membership interests are presented to the Surviving Company, they shall be canceled and exchanged for certificates representing SURVIVOR membership interests.

1.8 Issuance of SURVIVOR Certificates. Prior to the Effective Time, SURVIVOR and COMPANY shall mutually agree upon one or more persons to act as Exchange Agent hereunder (the "Exchange Agent") and shall deposit with or for the account of the Exchange Agent certificates representing the number of units of membership interests of SURVIVOR comprising the Merger Consideration. As soon as practicable after the Effective Time, (i) COMPANY shall deliver to SURVIVOR a list of all record holders of COMPANY membership interests immediately prior to the Effective Time (the "Record Holders"), setting forth each COMPANY membership interest holder's name, address and number of units of COMPANY membership interests held prior to the Effective Time and such other information as may be reasonably requested by the Exchange Agent (the "Membership List") and (ii) the Exchange Agent shall be instructed to mail to each Record Holder a form of letter of transmittal which shall specify instructions for use in effecting the surrender of COMPANY Membership certificates in exchange for the Merger Consideration. Upon the Exchange Agent's receipt of the letter of transmittal and any certificate representing outstanding membership units of COMPANY held by

a Record Holder, each such Record Holder shall be entitled to receive a certificate representing that number of whole units of membership interests of SURVIVOR into which the membership units of COMPANY membership interest as set forth on the Membership List shall have been converted pursuant to the provisions of this Agreement. The COMPANY membership units outstanding immediately prior to the Effective Time (and any certificates representing such units) shall be deemed converted as of the Effective Time. SURVIVOR membership interest units into which COMPANY membership interest units shall be converted in the Merger shall be deemed to have been issued at the Effective Time.

1.9 If any SURVIVOR membership certificates are to be issued in a name other than that in which the COMPANY membership certificates were registered immediately prior to the Effective Time, it shall be a condition of such issuance that the person requesting such issuance shall deliver to the Exchange Agent all documents necessary to evidence and effect such transfer and shall pay to the Exchange Agent any transfer or other taxes required by reason of the issuance of certificates for such SURVIVOR membership interest units in a name other than that of the registered holder of the certificate so surrendered to establish to the satisfaction of the Exchange Agent that such tax has been paid or is not applicable. None of SURVIVOR, COMPANY or the Exchange Agent shall be liable to any Record Holder of COMPANY for membership certificate or any cash in lieu of fractional interests delivered to a public official pursuant to applicable escheat or abandoned property laws.

1.10 No Fractional Membership Units. No certificates representing fractional units of membership interests of SURVIVOR shall be issued upon the surrender for exchange of COMPANY membership certificates. No fractional interest shall entitle the owner to vote or to any rights of a Record Holder. In lieu of fractional units, each Record Holder who would otherwise have been entitled to receive a fractional unit of membership interests of SURVIVOR will receive from SURVIVOR at Closing an amount in cash (without interest) determined by multiplying such fraction by the fair market value of a unit of SURVIVOR membership interest. Such fair market value shall equal the fair market value as determined by SURVIVOR.

SECTION 2 - REPRESENTATIONS AND WARRANTIES OF COMPANY

COMPANY represents and warrants to SURVIVOR as set forth below:

2.1 Organization and Qualification. COMPANY is a company duly organized, validly existing and in good standing under the laws of New York and has full power and authority to own, lease and operate its assets, properties and business and to carry on its business as now being and as heretofore conducted. COMPANY does not own any capital stock of any company or any interest in any joint venture, partnership, association, trust or other entity. COMPANY is qualified, licensed or is otherwise authorized to transact business as a foreign company and is in good standing in each jurisdiction (in the United States and outside of the United States) in which the failure to be so qualified, licensed or otherwise authorized to transact business and in good standing would have a material adverse effect on the business or financial condition of COMPANY.

2.2 Authority to Execute and Perform Agreements. Subject to the requirement to obtain approval of its members to consummate the Merger under the NYCL, COMPANY has the requisite power and authority to execute and deliver this Agreement and each agreement, document and instrument contemplated by this Agreement to which it is a party, to consummate the transactions contemplated hereby and thereby and to perform fully its obligations hereunder and thereunder. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of COMPANY. The Members of COMPANY have adopted a resolution approving this Agreement and the transactions contemplated hereby, recommending approval of this Agreement and the Merger contemplated hereby to the members of COMPANY and directing that this Agreement be submitted to the members of COMPANY for their consideration. This Agreement and each agreement, document and instrument to which it is a party executed and delivered pursuant to this Agreement constitute, or when executed and delivered will constitute, valid and binding obligations of COMPANY, enforceable in accordance with their respective terms.

2.3 Articles of Organization and Operating Agreement, Books and Records. COMPANY has heretofore delivered or made available to SURVIVOR true and complete copies of its Articles of Organization (certified by the Secretary of State of New York) and Operating Agreement as in effect on the date hereof and corporate minute books. COMPANY is not in default in the performance, observation or fulfillment of either its Articles of Organization or Operating Agreement. The minute books of COMPANY contain true and complete records of all meetings and consents in lieu of meetings of the managers and of the members prior to the date hereof, and accurately reflect all transactions referred to in such minutes and consents in lieu of meetings.

2.4 Financial Statements. The financial statements (including any related notes thereto) representing the financial condition of COMPANY fairly present the financial position of COMPANY and the results of its operations and cash flows for the periods indicated, except that the COMPANY Financials were or are subject to normal and recurring year-end adjustments which were not, or are not expected to be, material in amount.

2.5 Tax Matters.

(a) All Taxes required to be paid by COMPANY, whether or not shown on any Tax Return, have been paid or COMPANY has adequately provided reserves. COMPANY is not currently the beneficiary of any extension of time within which to file any Tax Return. No claim has ever been made by any taxing authority in any jurisdiction that COMPANY is or may be subject to taxation by that jurisdiction. COMPANY has never been a member of any group required to file any affiliated, combined, consolidated, or unitary Tax Return.

(b) There are no liens or other encumbrances with respect to Taxes upon any of the assets or properties of COMPANY, other than with respect to Taxes not yet due and payable.

2.6 Compliance with Laws.

2.6.1 COMPANY is not in violation of or in default under, in any material respect, any order, judgment, injunction, award or decree, or any federal, state, local or foreign law, ordinance or regulation or any other requirement of any governmental or regulatory body, court or arbitrator, and is in compliance in all material respects with all of the foregoing that are applicable to it, its business or its assets. COMPANY has not received notice of, and there has not been any citation, fine or penalty imposed or asserted against it for, any such violation or alleged violation that has not been favorably and fully resolved.

2.6.2 To the knowledge of COMPANY, COMPANY holds all licenses, permits, certificates, exemptions, variances, franchises, orders or approvals of any federal, state, local or foreign governmental or regulatory body (collectively, "Permits") that are material to the conduct of its business and the uses of its assets. To the knowledge of COMPANY, COMPANY Permits are in full force and effect and the validity and effectiveness of the COMPANY Permits will not be affected by the transactions contemplated hereby. No violations are or have been recorded with any governmental or regulatory body in respect of any COMPANY Permit, no proceeding is pending or, to the best knowledge of COMPANY, threatened to revoke or limit any COMPANY Permit, and COMPANY knows of no grounds for any such revocation or limitation.

2.7 Actions and Proceedings. To the knowledge of COMPANY, there are no (a) outstanding orders, judgments, injunctions, awards or decrees of any court, governmental or regulatory body or arbitration tribunal against or involving COMPANY or any of its membership interests, assets, or properties, or (b) actions, suits or claims or legal, judicial, administrative or arbitration proceedings or investigations (whether or not the defense thereof or liabilities in respect thereof are covered by insurance) pending or, to the best knowledge of COMPANY, threatened against or involving COMPANY, or any of its membership interests, assets or properties.

2.8 COMPANY has delivered or made available to SURVIVOR true and complete copies of all of the contracts and other agreements (and all amendments, waivers or other modifications thereto). All of such contracts and other agreements are valid, subsisting, in full force and effect, binding upon COMPANY and to the knowledge of COMPANY, binding upon the other parties thereto in accordance with their terms. Other than defaults which would not, either singly or in the aggregate, have any material adverse effect, COMPANY is not in default under any of such contracts and other agreements, nor, to the knowledge of COMPANY, is any other party to any such contract or other agreement in default thereunder, nor does any condition exist that constitutes or with notice or lapse of time or both would constitute a default by COMPANY thereunder.

2.9 Tangible Property. To the knowledge of COMPANY, COMPANY has good and marketable title to, or valid leasehold interests or otherwise has the unrestricted right to use, free and clear of any liens, claims, mortgages, encumbrances, pledges, security interests, equities and charges of any kind (each an "Encumbrance") each item of equipment, furniture, leasehold improvements, fixtures, vehicles, structures, any related capitalized items and other tangible property material to the business of COMPANY ("Tangible Property") other than (i) any statutory Encumbrance arising in the ordinary course of business by operation of law with

respect to a liability that is not yet due or delinquent and (ii) any minor imperfection of title or similar Encumbrance which individually or in the aggregate with other such Encumbrances does not materially impair the value of the property or asset subject to such Encumbrances or the use of such property or asset in the ordinary conduct of business. All such Tangible Property is in good and sufficient operating condition and repair, ordinary wear and tear excepted, and to the knowledge of COMPANY, COMPANY has not received notice that any of its Tangible Property is in violation of any existing law or any building, zoning, health, safety or other ordinance, code or regulation.

2.10 Intellectual Property.

(a) To the knowledge of COMPANY, COMPANY owns, or is licensed to use, or otherwise has the right to use all patents, trademarks, service marks, trade names, trade secrets, logos, franchises, and copyrights, and all applications for any of the foregoing, and all technology, inventions, trade secrets, know-how, computer software and processes to the extent material to the conduct of its business as now conducted (collectively, the "Proprietary Rights").

(b) To the knowledge of COMPANY, the business of COMPANY as currently conducted does not materially infringe upon the proprietary rights of others, nor has COMPANY received any notice or claim from any third party of such infringement by COMPANY. COMPANY is not aware of any material unlicensed infringement by any third party on, or any issued competing claim of right to use or own any of, the Proprietary Rights of COMPANY. To the knowledge of COMPANY, none of the activities of the employees of COMPANY on behalf of COMPANY materially violates any agreements or arrangements that any such employees have with former employers.

2.11 Title to Assets-Liens. To the knowledge of COMPANY, COMPANY has good and marketable title to or valid leasehold interests in or otherwise has the right to use all of its material assets and properties, including, without limitation, all of the assets and properties reflected on the COMPANY Balance Sheet, free and clear of any Encumbrance, except for (i) assets and properties disposed of in the ordinary course of business subsequent to the date of the COMPANY Balance Sheet, (ii) Encumbrances securing the claims of materialmen, carriers, landlords and like persons, all of which are not yet due and payable, (iii) liens for Taxes not yet due and payable or for Taxes being contested in good faith by appropriate proceedings, or (iv) Encumbrances reflected on the COMPANY Balance Sheet.

2.12 Brokerage. No broker, finder, agent or similar intermediary has acted on behalf of COMPANY in connection with this Agreement or the transactions contemplated hereby, and there are no brokerage commissions, finders fees or similar fees or commissions payable in connection therewith based on any agreement, arrangement or understanding with, or any action taken by, COMPANY.

2.13 Hazardous Materials. To the knowledge of COMPANY, COMPANY has not generated, used or handled any Hazardous Materials (as defined below), nor has COMPANY treated, stored or disposed of any Hazardous Materials at any site owned or leased at any time by COMPANY or shipped any Hazardous Materials for treatment, storage or disposal at any other site or facility,

except in compliance with all applicable laws. To the knowledge of COMPANY, no other person has generated, used, handled, stored or disposed of any Hazardous Materials at any site owned or premises leased by COMPANY at any time nor to the knowledge of COMPANY, has there been or is there threatened any release of any Hazardous Materials on or at any such site or premises. COMPANY does not presently operate or lease nor has it operated or leased in the past any site on which, underground storage tanks are or were located and which tanks are the responsibility of COMPANY to operate. To the knowledge of COMPANY, without investigation, no lien has been imposed by any governmental agency in connection with the presence of any Hazardous Materials on any property, facility, machinery, or equipment operated or leased by COMPANY. "Hazardous Materials" shall mean and include any "hazardous waste" as defined in either the United States Resource Conservation and Recovery Act, 42 U.S.C. 6901, or regulations adopted pursuant to said Act, and also any "hazardous substances" or "hazardous materials" as defined in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, but excludes ordinary and customary materials in quantities reasonably required to be used by COMPANY in the ordinary course of its business.

SECTION 3 - REPRESENTATIONS AND WARRANTIES OF SURVIVOR

SURVIVOR represents and warrants to COMPANY as set forth below:

3.1 Organization and Qualification. SURVIVOR is a company duly organized, validly existing and in good standing under the laws of the state or other jurisdiction of its organization and has full power and authority to own, lease and operate its assets, properties and business and to carry on its business as now being and as heretofore conducted. SURVIVOR is licensed or is otherwise authorized to transact business as a foreign company and is in good standing in each jurisdiction (in the United States and outside of the United States) in which the failure to be so qualified, licensed or otherwise authorized to transact business and in good standing would have a material adverse effect on the business or financial condition of SURVIVOR.

3.2 Authority to Execute and Perform Agreements. Subject to the requirement that SURVIVOR obtain approval of its members to consummate the Merger under the FLCL, SURVIVOR has the requisite corporate power and authority to execute and deliver this Agreement, and each document and instrument contemplated by this Agreement to which it is a party, to consummate the transactions contemplated hereby and thereby and to perform fully its respective obligations hereunder and thereunder. The execution, delivery and performance of this Agreement and each such other agreement, document and instrument to which SURVIVOR is a party and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of SURVIVOR. The managers and members of SURVIVOR have adopted a resolution approving this Agreement and the transactions contemplated hereby. The managers of SURVIVOR have recommended the approval of this Agreement to the members of SURVIVOR. This Agreement and each agreement, document and instrument to which SURVIVOR is a party executed and delivered pursuant to this Agreement constitutes, or when executed and delivered by SURVIVOR, as the case may be, will constitute, valid and binding obligations of SURVIVOR, enforceable against SURVIVOR in accordance with their respective terms.

3.3 Compliance with Laws. SURVIVOR is not in violation of or in default under, in any material respect, any order, judgment, injunction, award or decree, or any federal, state, local or foreign law, ordinance or regulation or any other requirement of any governmental or regulatory body, court or arbitrator, and is in compliance in all material respects with all of the foregoing that are applicable to it, its business or its assets. SURVIVOR has not received notice of, and there has not been any citation, fine or penalty imposed or asserted against SURVIVOR for, any such violation or alleged violation that has not been favorably and fully resolved.

3.4 Consents-No Breach. All consents, permits, authorizations and approvals from any person or entity that are required pursuant to applicable law, or agreement or otherwise in connection with the execution, delivery and performance of this Agreement by SURVIVOR, other than those which the failure to obtain would not affect the validity of this transaction. The execution, delivery and performance of this Agreement by SURVIVOR and the consummation of the transactions contemplated hereby will not (i) violate any provision of the Articles of Organization or Operating Agreement of SURVIVOR; (ii) violate, conflict with or result in the breach of any of the terms or conditions of, result in a modification of, or otherwise give any other contracting party the right to payment or terminate or accelerate or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which SURVIVOR is a party (iii) violate any statute, law or regulation of any jurisdiction.

3.5 Actions and Proceedings. There are no outstanding orders, judgments, injunctions, awards or decrees of any court, governmental or regulatory body or arbitration tribunal against or involving SURVIVOR. There are no actions, suits or claims or legal, judicial, administrative or arbitration proceedings or investigations (whether or not the defense thereof or liabilities in respect thereof are covered by insurance) pending or, to the best knowledge of SURVIVOR, threatened against or involving SURVIVOR.

3.6 Tax Matters. SURVIVOR has filed all material Tax Returns required to be filed by it under applicable law prior to the date hereof. All such Tax Returns were true, complete and correct in all material respects and filed on a timely basis. SURVIVOR (i) has paid all material Taxes due, or claimed or asserted in writing by any taxing authority to be due, for the periods covered by such Tax Returns or (ii) has duly and fully provided reserves (in accordance with GAAP) with respect to all such Taxes.

3.7 Full Disclosure. All documents and other papers delivered by or on behalf of SURVIVOR in connection with this Agreement and the transactions contemplated hereby are true, complete and authentic. No representation, warranty or statement of SURVIVOR made in this Agreement or in any Exhibit hereto or in any document, statement or certificate furnished pursuant to this Agreement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made, in light of the circumstance under which they were made, not false or misleading.

SECTION 4 - Covenants.

The parties covenant and agree as follows:

4.1 Conduct of COMPANY Business. During the period from the date hereof to the Closing Date, COMPANY shall observe the following covenants:

(a) Preservation of the Business and Maintenance of Properties and Contracts. COMPANY shall use all reasonable efforts to preserve its business, advertise, promote and market its services, keep its properties intact, preserve its goodwill, and maintain all physical properties in good operating condition; and

(b) Ordinary Course of Business. COMPANY shall operate its business in the ordinary course.

4.2 Consummation of Agreement. Each party shall use all reasonable efforts to perform and fulfill all conditions and obligations to be performed and fulfilled by it under this Agreement and to ensure that to the extent within its control or capable of influence by it, no breach of any of its representations, warranties and agreements hereunder occurs or exists on or prior to the Effective Time, all to the end that the transactions contemplated by this Agreement shall be fully carried out in a timely fashion.

4.3 Tax Matters. The Surviving Company shall prepare or cause to be prepared and file or cause to be filed all Tax Returns for SURVIVOR and COMPANY for all periods ending on or prior to the Effective Time which are due after the Effective Time. Such Tax Returns shall be provided to the membership holders for the Membership holders' review and comment not later than 30 days prior to the due date for filing such Tax Returns (including extensions), and the Membership holders shall be entitled to suggest to the Surviving Company any reasonable changes to such Tax Returns. The Membership holders and the Surviving Company agree to consult and to resolve in good faith any issue arising as a result of the review of such Tax Returns and to mutually consent to the filing of such Tax Returns as promptly as possible. In the event the parties are unable to resolve any dispute within ten days following the delivery to the Membership holders of any such Tax Return, the Membership holders and the Surviving Company shall jointly request the Surviving Company's independent accounting firm, or if such firm is not acceptable to either the Surviving Company or the Membership holders, another independent accounting firm appointed by such firm (the "Independent Accounting Firm") to resolve any issue at least five days before the due date of such Tax Return, in order that such Tax Return may be timely filed. The party whose position is farthest from the resolution reached by the Independent Accounting Firm shall pay the Independent Accounting Firm's fees and expenses, and the determination of the Independent Accounting Firm shall be binding on all parties. The Membership holders shall reimburse the Surviving Company for Taxes of COMPANY with respect to such periods within fifteen (15) days after payment by the Surviving Company of such Taxes.

SECTION 5 - CONDITIONS PRECEDENT TO THE OBLIGATIONS OF EACH PARTY TO CONSUMMATE THE MERGER

The respective obligations of each party to consummate the Merger shall be subject to the

satisfaction or waiver, at or before the Effective Time, of each of the following conditions:

5.1 Approvals. All required approvals of the members and all consents and approvals referred to in this Agreement, other than those which, the failure to obtain would not affect the validity of this transaction or materially adversely affect the business of the Surviving Company after the Effective Time shall have been obtained.

5.2 Absence of Order. No restraining order or injunction of any court which prevents consummation of the Merger shall be in effect.

SECTION 6 - TERMINATION, AMENDMENT AND WAIVER

6.1 Termination. This Agreement may be terminated at any time on or prior to the Closing Date, whether prior to or after approval by SURVIVOR's members, as follows:

(a) by COMPANY upon written notice to SURVIVOR if any representation or warranty of SURVIVOR made herein was not true and correct in all material respects when made or SURVIVOR has materially breached any covenant contained herein and has not cured such breach within ten (10) days of receipt of written notice from COMPANY or by the Closing Date, whichever occurs first;

(b) by SURVIVOR upon written notice to COMPANY if any representation or warranty made herein by COMPANY was not true and correct in all material respects when made or COMPANY has materially breached any covenant contained herein and has not cured such breach within ten (10) days of receipt of written notice from SURVIVOR or by the Closing Date, whichever occurs first;

(c) by any party if any court of competent jurisdiction or governmental body shall have issued an order, decree or ruling or taken any other action restraining, enjoining or otherwise prohibiting the Merger and such order, decree or ruling shall have become final;

(d) by either SURVIVOR or COMPANY if the SURVIVOR or COMPANY members vote and fail to approve the Merger as required by Florida or New York law;

SECTION 7 - GENERAL

7.1 Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given when so delivered in person, by overnight courier, by facsimile transmission (with receipt confirmed by telephone or by automatic transmission report) or two business days after being sent by registered or certified mail (postage prepaid, return receipt requested), as follows:

(a) if to SURVIVOR, to:

Cyber Sport Manufacturing, LLC
7160 Malberry Run
Winter Garden, Florida 34787

with a copy to:

David L. Roach, Esq.
Blair & Roach, LLP
2645 Sheridan Drive
Tonawanda, New York 14150

(b) if to COMPANY, to:

Cyber Sport Manufacturing, LLC
251 Meyer Road
Amherst, New York 14228

with a copy to:

David L. Roach, Esq.
Blair & Roach, LLP
2645 Sheridan Drive
Tonawanda, New York 14150

7.2 Amendment. This Agreement may not be amended except by an instrument signed by each party hereto.

7.3 Waiver. At any time prior to the Effective Time, any party hereto may (a) extend the time for the performance of any of the obligations or other acts of any other party hereto or (b) waive compliance with any of the agreements of any other party or any conditions to its own obligations, in each case only to the extent such obligations, agreements and conditions are intended for its benefit; provided that any such extension or waiver shall be binding upon a party only if such extension or waiver is set forth in a writing executed by such party.

7.4 Entire Agreement. This Agreement contains the entire agreement among the parties with respect to the Merger and related transactions, and supersedes all prior agreements, written or oral, with respect thereto.

7.5 Governing Law. This Agreement shall be governed by the laws of the State of Florida, without regard to its conflict of law provisions.

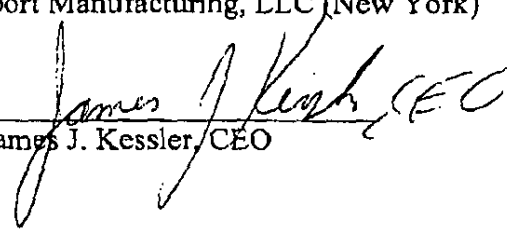
7.6 No Third Party Beneficiaries. This Agreement is binding upon and shall inure to the benefit of the COMPANY and SURVIVOR and their respective successors, but does not create any rights enforceable by any person, firm, company or entity other than COMPANY and

SURVIVOR.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first stated above.

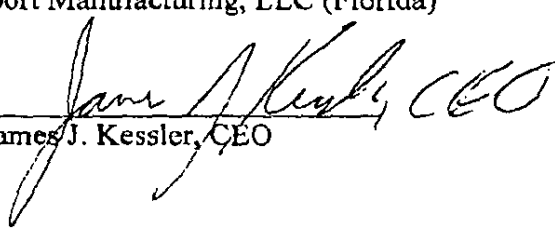
Cyber Sport Manufacturing, LLC (New York)

By: _____

 (EC)
James J. Kessler, CEO

Cyber Sport Manufacturing, LLC (Florida)

By: _____

 CEO
James J. Kessler, CEO