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FILING COVER SHEET
ACCT. #FCA-14

FILED
MAY 22 PM 1:38
TALLAHASSEE, FLORIDA

CONTACT: CINDY HICKS

DATE: 5.22.00

REF. #: 0174

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*****78.75 *****78.75

CORP. NAME: Black Dragon.com into
Sex & Rock N Roll, Inc. Merger

- | | | |
|--|---|--|
| <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"/> UCC-1 | <input type="checkbox"/> UCC-3 |
| <input type="checkbox"/> OTHER: _____ | | |

RECEIVED
00 MAY 22 AM 10:26
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

STATE FEES PREPAID WITH CHECK# 7819 FOR \$ 78.

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

COST LIMIT: \$ _____

PLEASE RETURN:

- ☒ CERTIFIED COPY ☐ CERTIFICATE OF GOOD STANDING ☐ PLAIN STAMPED COPY
☐ CERTIFICATE OF STATUS

Examiner's Initials

Ref
5/22/00

ARTICLES OF MERGER
Merger Sheet

MERGING:

BLACKDRAGON.COM, INC., a Florida corporation P00000007471

,

INTO

SEX & ROCK N ROLL, INC.. a Delaware corporation not qualified in Florida

File date: May 22, 2000

Corporate Specialist: Annette Ramsey

ARTICLES OF MERGER
OF
BLACKDRAGON.COM, INC.
INTO
SEX & ROCK N ROLL, INC.

FILED
00 MAY 22 PM 1:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Sections 103 and 253 of the
General Corporation Law of the State of Delaware
and Section 607.1107 of the Business Corporation Act
of the State of Florida

SEX & ROCK N ROLL, INC., a Delaware corporation (the "Corporation"), and
BLACKDRAGON.COM, INC., a Florida corporation ("BlackDragon"), hereby certify as
follows:

FIRST: BlackDragon owns 100% of the outstanding shares of common stock, par
value \$0.01 per share, of the Corporation which is the only outstanding class of capital
stock of the Corporation.

SECOND: The Board of Directors of BlackDragon, by unanimous written
consent dated as of May 18, 2000, pursuant to Section 607.0821 of the Business
Corporation Act of the State of Florida (the "FBCA"), duly adopted resolutions
authorizing the merger of BlackDragon with and into the Corporation (the "Merger"),
pursuant to Section 253 of the General Corporation Law of the State of Delaware and
Section 607.1107 of the FBCA. The Corporation shall be the surviving corporation in the
Merger. A true copy of the Plan of Merger setting forth the terms and conditions of the
Merger is annexed hereto as Exhibit A.

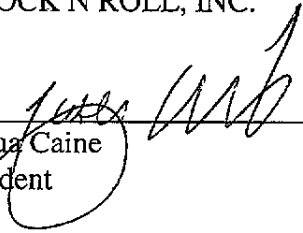
THIRD: All of the shareholders of BlackDragon have approved the Plan of
Merger and the merger of BlackDragon into the Corporation by written consent dated as
of May 18, 2000, pursuant to Section 607.0704 of the FBCA. No vote of the sole
stockholder of the Corporation is required under Delaware law.

FOURTH: These Articles of Merger comply, and were executed in accordance
with, the applicable laws of each party's jurisdiction of incorporation.

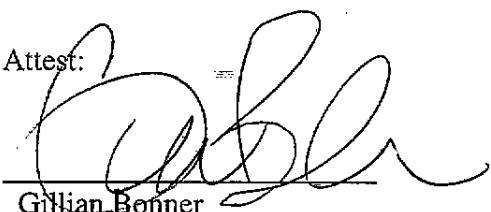
FIFTH: These Articles of Merger and the Merger shall become effective at 5:00
p.m., New York City time, on May 22, 2000.

IN WITNESS WHEREOF, Sex & Rock n Roll, Inc. BlackDragon.com, Inc. have caused these Articles of Merger to be signed by their duly authorized officers this 18th day of May, 2000.

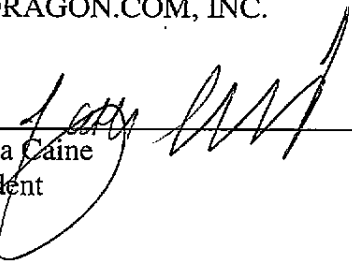
SEX & ROCK N ROLL, INC.

By: 
Joshua Caine
President

Attest:


Gillian Bonner
Secretary

BLACKDRAGON.COM, INC.

By: 
Joshua Caine
President

Attest:

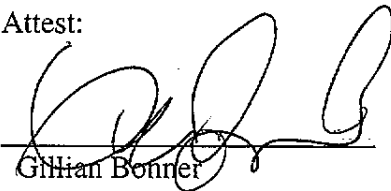

Gillian Bonner
Secretary

Exhibit A

PLAN OF MERGER
OF BLACKDRAGON.COM, INC.
A FLORIDA CORPORATION
AND
SEX & ROCK N ROLL, INC.
A DELAWARE CORPORATION

PLAN OF MERGER (the "Agreement"), dated as of May 18, 2000, is between BlackDragon.com, Inc., a Florida corporation ("BlackDragon"), and Sex & Rock n Roll, Inc., a Delaware corporation ("SNRNR"). BlackDragon and SNRNR are sometimes referred to herein as the "Constituent Corporations."

WITNESSETH:

WHEREAS, SNRNR is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 100,000 shares of common stock, par value \$0.01 per share ("SNRNR Common Stock"), and 10,000 shares of preferred stock, par value \$0.01 per share. As of the date hereof, 100 shares of SNRNR Common Stock were issued and outstanding, all of which were held by Black Dragon and no shares of preferred stock were issued and outstanding;

WHEREAS, BlackDragon is a corporation duly organized and existing under the laws of the State of Florida and has an authorized capital of 1,000 shares of common stock, par value \$1.00 per share ("BlackDragon Common Stock"). As of the date hereof, 111.92 shares of BlackDragon Common Stock were issued and outstanding;

WHEREAS, the Board of Directors of BlackDragon has determined that, for the purpose of effecting the reincorporation of BlackDragon in the State of Delaware, it is advisable and in the best interests of BlackDragon that BlackDragon merge with and into SNRNR upon the terms and conditions herein provided;

WHEREAS, the respective Boards of Directors of BlackDragon and SNRNR have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective stockholders and executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, SNRNR and BlackDragon hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE I MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and Florida Business Corporation Act, BlackDragon shall be merged with and into SNRNR (the "Merger"), the separate existence of BlackDragon shall cease and SNRNR shall be, and is herein sometimes referred as, the "Surviving Corporation," and the name of the Surviving Corporation shall be Sex & Rock n Roll, Inc.

1.2 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement shall have been adopted and approved by the stockholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the Florida Business Corporation Act;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) An executed Certificate of Merger meeting the requirements of the Delaware General Corporation Law shall have been filed with the Secretary of State of the State of Delaware; and

(d) Executed Articles of Merger meeting the requirements of the Florida Business Corporation Act shall have been filed with the Department of State of the State of Florida.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger" or the "Effective Date."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of BlackDragon shall cease and SNRNR, as the Surviving Corporation, (i) shall continue to possess all of BlackDragon's assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall succeed, without other transfer, to all of the assets, rights, powers and property of BlackDragon in the manner more fully set forth in Section 259 of the Delaware General Corporation Law, (iii) shall continue to be subject to all of the debts, liabilities and obligations of SNRNR as constituted immediately prior to the Effective Date of the Merger, and (iv) shall succeed, without other transfer, to all of the debts, liabilities and obligations of BlackDragon in the same manner as if SNRNR had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the Florida Business Corporation Act.

ARTICLE II CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Certificate of Incorporation of SNRNR as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and of applicable law.

2.2 Bylaws. The Bylaws of SNRNR as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors. The directors of SNRNR immediately preceding the Effective Date shall become the directors of the Surviving Corporation on or after the Effective Date to serve until the expiration of their terms and until their successors are elected and qualified.

2.4 Officers. The officers of BlackDragon immediately preceding the Effective Date shall become the officers of the Surviving Corporation on or after the Effective Date to serve at the pleasure of its Board of Directors.

ARTICLE III MANNER OF CONVERSION OF STOCK

3.1 BlackDragon Common Stock. Upon the Effective Date of the Merger, each share of BlackDragon Common Stock issued and outstanding immediately prior thereto shall by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one (1) fully paid and nonassessable share of Common Stock, par value \$0.01 per share, of the Surviving Corporation.

3.2 BlackDragon Options.

(a) Upon the Effective Date of the Merger, each outstanding and unexercised option, other right to purchase, or security convertible into, BlackDragon Common Stock (a "Right"), including without limitation, rights to purchase BlackDragon Common Stock pursuant to the Strategic Alliance Agreement among Playboy.com, Inc., a Delaware corporation, BlackDragon and BlackDragon, Inc., a Florida corporation, shall become an option, right to purchase or a security convertible into the Surviving Corporation's Common Stock on the basis of one (1) share of the Surviving Corporation's Common Stock for each one (1) share of BlackDragon Common Stock issuable pursuant to any such Right, on the same terms and conditions and at an exercise price equal to the exercise price applicable to any such BlackDragon Right at the Effective Date of the Merger. This Section 3.3(a) shall not apply to outstanding shares of BlackDragon Common Stock. Such outstanding shares of BlackDragon Common Stock are subject to Section 3.1.

(b) A number of shares of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of options, stock purchase rights and convertible securities equal to the number of shares of BlackDragon Common Stock so reserved immediately prior to the Effective Date of the Merger.

3.3 SNRNR Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, par value \$0.01 per share, of SNRNR issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by BlackDragon, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.4 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of BlackDragon Common Stock at the sole discretion of the Surviving Corporation, may be asked to surrender the same for cancellation to the Surviving Corporation, and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of BlackDragon Common Stock shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Common Stock into which such shares of BlackDragon Common Stock were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of the Surviving Corporation's Common Stock represented by such outstanding certificate as provided above.

Each certificate representing Common Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of BlackDragon so converted and given in exchange therefore, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable law.

If any certificate for shares of the Surviving Corporation's Common Stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws and that the person requesting such transfer pay to the Surviving Corporation any transfer or other taxes payable by reason of issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

ARTICLE IV GENERAL

4.1 Dissenters' Rights. Shareholders of BlackDragon who are entitled to vote on the Merger and who dissent from the Merger pursuant to Sections 607.1301 *et seq.* of the FBCA, if they comply with the provisions of the FBCA regarding the rights of dissenting shareholders, are entitled to be paid the fair value of their shares of BlackDragon. The Surviving Corporation hereby appoints the Secretary of State of the State of Florida as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceedings to enforce any obligation to, or rights of, any dissenting shareholder of BlackDragon.

4.2 Further Assurances. From time to time, as and when required by SNRNR or by its successors or assigns, there shall be executed and delivered on behalf of BlackDragon such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by SNRNR the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of BlackDragon and otherwise to carry out the purposes of this Agreement, and the officers and directors of SNRNR are fully authorized in the name and on behalf of BlackDragon or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either BlackDragon or of SNRNR, or of both, notwithstanding the approval of this Agreement by the stockholders of BlackDragon or by the sole stockholder of SNRNR, or by both.

4.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or a certificate of merger in lieu thereof) with the Secretary of State of the State of Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Corporation shall not: (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (ii) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (iii) alter or change any of the terms and conditions of this Agreement if such change would adversely affect the holders of any class or series of capital stock of any Constituent Corporation.

4.5 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is 314 South State Street, Dover, County of Kent, Delaware and Capitol Corporate Services, Inc. is the registered agent of the Surviving Corporation at such address.

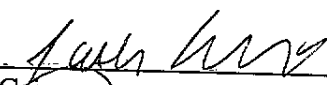
4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 1542 15th Street, Santa Monica, California 90404, and copies thereof will be furnished to any stockholder of either Constituent Corporation, upon request and without cost.

4.7 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the Florida Business Corporation Act.

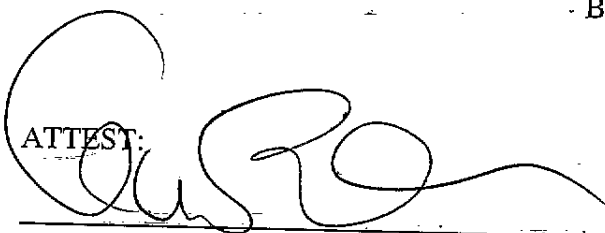
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IN WITNESS WHEREOF, this Agreement having first been approved by the resolutions of the Board of Directors of BlackDragon and SNRNR is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

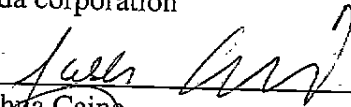
SEX & ROCK N ROLL, INC.
a Delaware corporation

By: 
Joshua Caine
President

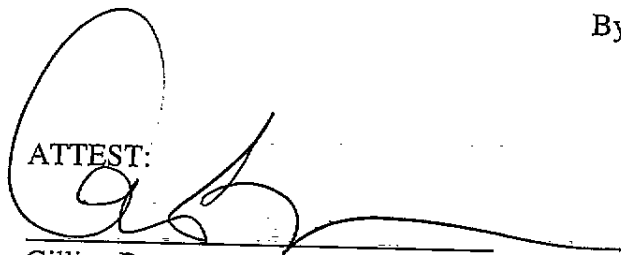
ATTEST:


Gillian Bonner

BLACKDRAGON.COM, INC.
a Florida corporation

By: 
Joshua Caine
President

ATTEST:


Gillian Bonner