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MERGER OR SHARE EXCHANGE

LIVEOPS, INC.

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**ARTICLES OF MERGER
OF
LIVEOPS.COM, INC., a Florida corporation
INTO
LIVEOPS, INC., a Delaware corporation**

Pursuant to the provisions of Section 607.1101 and Section 607.1105 of the Florida Business Corporation Act ("the "FBCA"), LIVEOPS.COM, INC., a Florida corporation ("LiveOps-Florida"), and LIVEOPS, INC., a Delaware corporation ("LiveOps-Delaware"), hereby adopt the following Articles of Merger for the purpose of merging LiveOps-Florida with and into LiveOps-Delaware (the "Merger").

FIRST: The plan of merger, pursuant to Section 607.1101 of the FBCA, is attached to these Articles of Merger, as Exhibit A hereto (the "Plan of Merger") and is incorporated herein by reference.

SECOND: The Merger shall become effective when both these Articles of Merger have been filed with the Department of State of Florida and the Certificate of Merger has been filed with the Secretary of State of Delaware (the "Effective Time"). At the Effective Time, LiveOps-Florida shall be merged with and into LiveOps-Delaware, with LiveOps-Delaware being the surviving corporation of the Merger, and the separate existence of LiveOps-Florida shall thereupon cease.

THIRD: The Plan of Merger was approved by the written consent of a majority of the outstanding shares of LiveOps-Florida common stock dated as of December 8, 2003, and by written consent of a majority of the outstanding shares of LiveOps-Delaware common stock dated as of December 8, 2003.

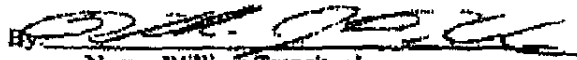
IN WITNESS WHEREOF, each of LiveOps-Florida and LiveOps-Delaware have caused these Articles of Merger to be signed in their respective corporate names and on their behalf by an authorized officer, on this 10 day of December, 2003.

LIVEOPS.COM, INC.

By: 

Name: William Trenchard
Title: Chief Operating Officer

LIVEOPS, INC.

By: 

Name: William Trenchard
Title: Chief Operating Officer

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EXHIBIT A

AGREEMENT AND PLAN OF MERGER

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is dated as of December 10, 2003, by and between LiveOps.com, Inc., a Florida corporation ("LiveOps-Florida"), and LiveOps, Inc., a Delaware corporation ("LiveOps-Delaware").

RECITALS:

WHEREAS, the shareholders of LiveOps-Florida and LiveOps-Delaware deem it advisable and in their mutual best interests that LiveOps-Florida be merged with and into LiveOps-Delaware in accordance with this Agreement (the "Merger"); and

WHEREAS, to effectuate the Merger, LiveOps-Florida and LiveOps-Delaware have entered into an Agreement and Plan of Merger (the "Merger Agreement"), dated December 9, 2003, whereby the outstanding shares of capital stock of LiveOps-Florida will be exchanged for shares of LiveOps-Delaware as set forth in Article II hereto; and

WHEREAS, the Boards of Directors of LiveOps-Florida and LiveOps-Delaware and the shareholders of LiveOps-Florida and LiveOps-Delaware, respectively, have duly approved and adopted this Agreement, the Merger Agreement and the Merger;

In consideration of the mutual agreements contained in this Agreement, the parties hereto agree as follows:

ARTICLE I**THE MERGER**

1.1 Merger: Effective Time of the Merger. Subject to the terms and conditions of this Agreement, LiveOps-Florida will be merged with and into LiveOps-Delaware, with LiveOps-Delaware being the sole surviving corporation (the "Merger") in accordance with the applicable provisions of the corporate laws of the States of Florida and Delaware ("State Law").

1.2 Effective Time of the Merger. The Merger shall become effective when both the Articles of Merger have been filed with the Department of State of Florida and the Certificate of Merger has been filed with the Secretary of State of Delaware (the "Effective Time of the Merger").

1.3 Effects of the Merger. At the Effective Time of the Merger, (a) the separate existence of LiveOps-Florida shall cease and LiveOps-Florida shall be merged with and into LiveOps-Delaware (LiveOps-Delaware after the merger is sometimes referred to herein as the "Surviving Corporation"); but all rights of creditors and all liens upon the properties of LiveOps-Florida shall be preserved unimpaired, provided that such liens shall be limited to those properties affected thereby immediately prior to the Effective Time of Merger, and any action or proceeding pending by or against LiveOps-Florida may be prosecuted to judgment, which shall bind the Surviving Corporation, or the Surviving Corporation may be proceeded against or

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substituted in its place; (b) the Certificate of Incorporation of Surviving Corporation shall be the Certificate of Incorporation of LiveOps-Delaware immediately prior to the Effective Time of the Merger, (c) the Bylaws of the Surviving Corporation shall be the Bylaws of LiveOps-Delaware immediately prior to the Effective Time of the Merger, (d) the directors of the Surviving Corporation shall be the directors of LiveOps-Delaware immediately prior to the Effective Time of the Merger, (e) the officers of the Surviving Corporation shall be the officers of LiveOps-Delaware immediately prior to the Effective Time of the Merger and (f) the Merger shall, from and after the Effective Time of the Merger, have all the effects provided by applicable law.

1.4 Name. From and after the Effective Time of the Merger, the name of the Surviving Corporation shall be LiveOps, Inc.

ARTICLE II

EFFECT OF THE MERGER ON THE CAPITAL STOCK OF LIVEOPS-FLORIDA

2.1 Effect on Capital Stock. As of the Effective Time of the Merger, by virtue of the Merger, and without any action on the part of the holder of any shares of capital stock of LiveOps-Delaware or LiveOps-Florida:

(a) LiveOps-Florida Common Shares. Upon the Effective Date of the Merger, each one (1) share of LiveOps-Florida Common Stock issued and outstanding immediately prior to the Merger shall, by virtue of the Merger and without any action by the parties hereto, 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 \$0.001 per share, of the Surviving Corporation. No fractional shares shall be issued; cash equal to the fair market value of such fractional share shall be paid to any stockholder entitled to a fractional share in lieu thereof.

(b) LiveOps-Florida Preferred Shares. Upon the Effective Date of the Merger each one (1) share of Series A-1 Preferred Stock of LiveOps-Florida issued and outstanding immediately prior to the Merger shall, by virtue of the Merger and without any action by the parties hereto, the holder of such shares or any other person, be converted into or exchanged for one (1) fully paid and nonassessable share of Series A Preferred Stock of the Surviving Corporation, par value \$0.001 per share. The rights, preferences and privileges of the Series A Preferred Stock are as set forth in the Amended and Restated Certificate of Incorporation of the Surviving Corporation. No fractional shares shall be issued; cash equal to the fair market value of such fractional share shall be paid to any stockholder entitled to a fractional share in lieu thereof.

(c) LiveOps-Delaware Common Shares. Upon the Effective Date of the Merger each one (1) share of LiveOps-Delaware Common Stock held by LiveOps-Florida shall be retired and cancelled and shall resume the status of an authorized and unissued share of LiveOps-Delaware.

2.2 Supplementary Action. If, at any time after the Effective Time, any further assignments or assurances in law or any other things are necessary or desirable to vest or to perfect or confirm of record in the Surviving Corporation the title to any property or rights of either LiveOps-Florida or LiveOps-Delaware, or otherwise to carry out the provisions of this Agreement, the officers and directors of the Surviving Corporation are hereby authorized and

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empowered, in the name of and on behalf of LiveOps-Florida and LiveOps-Delaware, to execute and deliver any and all things necessary or proper to vest or to perfect or confirm title to such property or rights in the Surviving Corporation, and otherwise to carry out the purposes and provisions of this Agreement.

ARTICLE III

TERMINATION

3.1 Termination.

(a) This Agreement shall be terminated, and the Merger abandoned, prior to the Effective Time of the Merger, notwithstanding the approval by the respective shareholders of LiveOps-Florida and LiveOps-Delaware of this Agreement and the Merger, in the event of and simultaneously with a termination of the Merger Agreement:

(i) by LiveOps-Florida or LiveOps-Delaware, if any permanent injunction or other order of a court preventing the Merger shall have become final and nonappealable or shall render unlikely within a reasonable period of time the consummation of the Merger on the terms contemplated hereby; or

(ii) by LiveOps-Florida or LiveOps-Delaware, if any court, administrative agency, commission, regulatory authority or other governmental or administrative body or instrumentality, whether domestic or foreign, shall have issued a temporary restraining order, preliminary injunction or permanent injunction or other order preventing the consummation of the Merger or any litigation shall be pending, the ultimate resolution of which is likely to (A) result in the issuance of such an order or injunction, or the imposition against LiveOps-Delaware or LiveOps-Florida of substantial damages if the Merger is consummated, or (B) render LiveOps-Florida or LiveOps-Delaware unable to consummate the Merger.

(b) Where action is taken to terminate this Agreement pursuant to this Section 3.1, it shall be sufficient authorization for such action to be authorized by the Board of Directors of the party taking such action.

(c) In the event of termination of this Agreement as provided in this Section 3.1 or a failure to meet all of the terms and conditions, this Agreement shall forthwith become null and void.

ARTICLE IV

APPROVAL OF AGREEMENT

4.1 Approval. The respective Boards of Directors of each of LiveOps-Florida and LiveOps-Delaware have by resolutions duly adopted and approved the Merger, this Agreement and the Merger Agreement. The shareholders of LiveOps-Florida have by


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resolutions duly adopted and approved the Merger, this Agreement, and the Merger Agreement in accordance with §§607.1101, 1103 of the Florida Business Corporation Act. Stockholders of LiveOps-Delaware have, by resolutions duly adopted and approved the Merger, this Agreement, and the Merger Agreement in accordance with the applicable state law.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed on its behalf as of the date first written above.

LIVEOPS.COM, INC.,
a Florida corporation

By 
William Trenchard,
Chief Operating Officer

LIVEOPS, INC.,
a Delaware corporation

By 
William Trenchard,
Chief Operating Officer

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