



P 93 000074974

December 14, 1998

Secretary of State  
Corporation Division  
P.O. Box 6327  
Tallahassee, FL 32703

Re: Genesis Media Group, Inc.

Dear Sirs:

I am enclosing an original and a copy of the Amendment of the Articles of Incorporation for the above-named corporation. A check in the amount of \$35.00 for the related fees is enclosed.

Please file the original of the enclosed Articles of Amendment and return a certified copy to the undersigned.

Very truly yours,

Ramy El-Batrawi  
13063 Ventura Boulevard  
Studio City, CA 91604

Enclosures

300002713023--3  
-12/30/98--01003--007  
\*\*\*\*\*43.75 \*\*\*\*\*43.75

300002713023--3  
-12/15/98--01067--004  
\*\*\*\*\*35.00 \*\*\*\*\*35.00

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
*merger*  
TLI DEC 30 1998

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

GENESIS MEDIA GROUP, INC., a Florida corporation, P93000074974.

INTO

**GENESISINTERMEDIA.COM, INC.**, a Delaware corporation not qualified in  
Florida

File date: December 30, 1998

Corporate Specialist: Thelma Lewis

**ARTICLES OF MERGER OF  
GENESIS MEDIA GROUP, INC., A FLORIDA CORPORATION  
INTO  
GENESISINTERMEDIA.COM, INC., A DELAWARE CORPORATION**

(under section 607.1109 of the Florida Statutes)

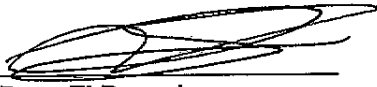
Genesis Media Group, Inc., a Florida corporation and GenesisIntermedia.com, Inc., a Delaware corporation, hereby certify that:

- (1) The name and state of incorporation of each of the constituent corporations are:
  - (a) Genesis Media Group, Inc., a Florida corporation ("GMG"); and
  - (b) GenesisIntermedia.com, Inc., a Delaware corporation ("*GenesisIntermedia*").
- (2) An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by GMG and by GenesisIntermedia in accordance with the provisions of Sections 607.1101 – 607.11101 of the Florida Statutes and subsection (c) of Section 252 of the General Corporation Law of the State of Delaware.
- (3) The Agreement and Plan of Merger is attached hereto as Exhibit A.
- (4) The name of the surviving corporation is GenesisIntermedia.com, a Delaware corporation.
- (5) The certificate of incorporation of GenesisIntermedia shall be the certificate of incorporation of the surviving corporation.
- (6) The surviving corporation is a corporation of the State of Delaware.
- (7) The surviving corporation is deemed to have appointed the Secretary of State as its agent for service of process in a proceeding to enforce an obligation or the rights of dissenting shareholders of GMG.
- (8) The surviving corporation has agreed to promptly pay to the dissenting shareholders of GMG the amount, if any, to which they are entitled under Section 607.1302 of the Florida Statutes.
- (9) The executed Agreement and Plan of Merger is on file at the principal place of business of GenesisIntermedia at 13063 Ventura Boulevard, Studio City, California 91604-2238.
- (10) The authorized capital stock of GMG, as of the date hereof, consists of 30,000,000 Shares consisting of 25,000,000 shares of Common Stock, par value \$.001 per share, of which 3,060,000 shares are issued and outstanding and 5,000,000 shares of Preferred Stock, par value \$.001 per share, of which none are issued and outstanding.

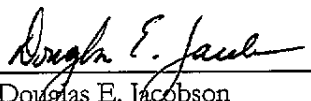
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, GMG and GenesisIntermedia have caused these articles to be signed on the 9th day of December 1998.

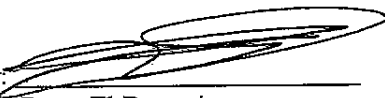
Genesis Media Group, Inc., a Florida corporation

By:   
Ramy El-Batrawi  
Chairman of the Board and President

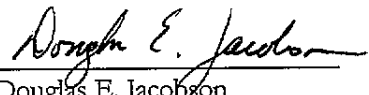
ATTEST:

  
Douglas E. Jacobson  
Treasurer and Chief Financial Officer

GenesisIntermedia.com, Inc., a Delaware corporation

By:   
Ramy El-Batrawi  
Chairman of the Board and President

ATTEST:

  
Douglas E. Jacobson  
Treasurer and Chief Financial Officer

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "*Merger Agreement*"), dated as of December 8, 1998, is entered into by and between Genesis Media Group, Inc., a Florida corporation ("*GMG*"), and GenesisIntermedia.com, Inc., a Delaware corporation ("*GenesisIntermedia*").

### RECITALS

1. GMG is a corporation duly organized and existing under the laws of the State of Florida.
2. GenesisIntermedia is a corporation duly organized and existing under the laws of the State of Delaware.
3. On the date of this Merger Agreement, GMG's authorized capital consists of 30,000,000 shares, consisting of 25,000,000 shares of Common Stock, par value \$.001 per share (the "*GMG Common Stock*"), of which 3,060,000 shares are issued and outstanding; and 5,000,000 shares of Preferred Stock, par value \$.001 per share (the "*GMG Preferred Stock*"), of which none are issued and outstanding.
4. On the date of this Merger Agreement, GenesisIntermedia's authorized capital consists of 30,000,000 shares, consisting of 25,000,000 shares of Common Stock, par value \$.001 per share (the "*GenesisIntermedia Common Stock*"), of which one share is issued and outstanding; and 5,000,000 shares of Preferred Stock, par value \$.001 per share (the "*GenesisIntermedia Preferred Stock*"), of which none are issued and outstanding.
5. The respective Boards of Directors of GMG and GenesisIntermedia have determined that it is advisable and in the best interests of each such corporation that GMG merge with and into GenesisIntermedia upon the terms and subject to the conditions of this Merger Agreement for the purpose of effecting the reincorporation of GMG in the State of Delaware (the "*Merger*").
6. The respective Boards of Directors of GMG and GenesisIntermedia have, by resolutions duly adopted, approved this Merger Agreement. The holders of a majority of the shares of GMG Common Stock outstanding have adopted and approved this Merger Agreement, and GMG has adopted and approved this Merger Agreement as the sole stockholder of GenesisIntermedia.
7. The parties intend by this Merger Agreement to effect a "reorganization" under Section 368 of the Internal Revenue Code of 1986, as amended.

### TERMS AND PROVISIONS OF REINCORPORATION

In consideration of the foregoing Recitals and of the following terms and provisions, and subject to the following conditions, it is agreed:

1. *Merger.* The effective time of the Merger (the "*Effective Time*") shall occur at the latest of (a) the time and date that shareholders of GMG approve this Merger Agreement and the Merger, (b) the time and date that a certificate of merger is duly filed with the Secretary of State of Delaware with respect to the Merger, or (c) the time and date that the certificate of merger or articles of merger are duly filed with the Florida Department of State with respect to the Merger. As of the Effective Time, GMG shall be merged with and into GenesisIntermedia, GenesisIntermedia shall be the surviving corporation of the Merger (hereinafter sometimes referred to as the "*Surviving Corporation*"), and the separate corporate existence of GMG shall cease.

2. *Governing Documents.*

a. The Certificate of Incorporation of GenesisIntermedia, as it may be amended or restated subject to applicable law, and as in effect immediately prior to the Effective Time, shall constitute the Certificate of Incorporation of the Surviving Corporation without further change or amendment until thereafter amended in accordance with the provisions thereof and applicable law.

b. The Bylaws of GenesisIntermedia as in effect immediately prior to the Effective Time shall constitute the Bylaws of the Surviving Corporation without change or amendment until thereafter amended in accordance with the provisions thereof and applicable law.

3. *Officers and Directors.* The persons who are officers and directors of GenesisIntermedia immediately prior to the Effective Time shall, after the Effective Time, be the officers and directors of the Surviving Corporation, without change until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Certificate of Incorporation and Bylaws and applicable law. The directors of GMG are as follows: Ramy El-Batrawi, Douglas E. Jacobson and Blair La Corte.

4. *Name.* The name of the Surviving Corporation shall continue to be GenesisIntermedia.com, Inc.

5. *Succession.* At the Effective Time, the separate corporate existence of GMG shall cease, and the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public or private nature and be subject to all the restrictions, disabilities and duties of GMG; and all property, real, personal and mixed, and all debts due to GMG on whatever account, as well as for share subscriptions and all other things in action, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually be the property of the Surviving Corporation as they were of GMG, and the title to any real estate vested by deed or otherwise shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and liens upon any property of GMG shall be preserved unimpaired, and all debts, liabilities and duties of GMG shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; *provided, however*, that such liens upon property of GMG will be limited to the property affected thereby immediately prior to the Merger. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of GMG, its shareholders, Board of Directors and committees thereof, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to GMG.

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

7. *Conversion of Shares.* At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

a. Each share of GMG Common Stock outstanding immediately prior to the Effective Time shall be converted into, and shall become, one fully paid and nonassessable share of GenesisIntermedia Common Stock.

b. The one share of GenesisIntermedia Common Stock issued and outstanding in the name of GMG shall be canceled and retired, and no payment shall be made with respect thereto, and such share shall resume the status of an authorized and unissued share of GenesisIntermedia Common Stock.

8. *Stock Certificates.* At and after the Effective Time, any outstanding certificates which immediately prior to the Effective Time represented shares of GMG Common Stock shall be deemed for all purposes to evidence ownership of, and to represent shares of, GenesisIntermedia Common Stock, into which such shares of GMG formerly represented by such certificates have been converted as herein provided. The registered owner on the books and records of GMG or its transfer agent of any such outstanding stock whether certificated or not shall have and be entitled to exercise any voting or other rights with respect to and to receive any dividends and other distributions upon the shares of GenesisIntermedia Common Stock evidenced by such outstanding shares as above provided.

9. *Options; Stock Grants.* Each right in or to, or option to purchase, shares of GMG Common Stock, which are outstanding immediately prior to the Effective Time (collectively, the "*Options*"), and any shares of GMG Common Stock granted under the Genesis Media Group, Inc. 1998 Stock Incentive Program (the "*Stock Program*") which, as of the Effective Time, have not yet vested (the "*Unvested Shares*"), shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and/or become a right in or to, or an option to purchase at the same option price per share, as the case may be, the same number of shares of GenesisIntermedia Common Stock, upon the same terms and subject to the same conditions as set forth in their respective option agreements or in the Stock Program as in effect at the Effective Time. A number of shares of GenesisIntermedia Common Stock shall be reserved for purposes of the option agreements that is equal to the number of shares of GMG Common Stock that could have been purchased pursuant to the Options (assuming all Options were exercised) as of the Effective Time. A number of shares of GenesisIntermedia Common Stock shall be reserved for purposes of the Stock Program that is equal to the number of Unvested Shares as of the Effective Time. As of the Effective Time, the Surviving Corporation hereby assumes each of the option agreements and the Stock Program and all obligations of GMG thereunder including the outstanding rights or options or portions thereof granted pursuant to the option agreements or the Stock Program.

10. *Other Employee Benefit Plans.* As of the Effective Time, the Surviving Corporation hereby assumes all obligations of GMG under any and all employee benefit plans in effect as of the Effective Time or with respect to which employee rights or accrued benefits are outstanding as of the Effective Time.

11. *Condition.* The consummation of the Merger and related transactions are subject to satisfaction of the following conditions prior to the Effective Time:

a. All necessary action shall have been taken to authorize the execution, delivery and performance of the Merger Agreement by GMG and GenesisIntermedia.

b. All regulatory approvals necessary or desirable in connection with the consummation of the Merger and the transaction contemplated thereby shall have been obtained.

c. No suit, action, proceeding or other litigation shall have been commenced or threatened to be commenced which, in the opinion of GMG or GenesisIntermedia would pose a material restriction on or impair consummation of the Merger, performance of this Merger Agreement or the conduct of the business of GenesisIntermedia after the Effective Time, or create a risk of subjecting GMG or GenesisIntermedia, or their respective shareholders, officers or directors, to material damages, costs, liability or other relief in connection with the Merger or this Merger Agreement.

12. *Accounting Matters.* GenesisIntermedia agrees that upon the Effective Time, the assets, liabilities, reserves and accounts of GMG and GenesisIntermedia shall be taken up or continued on the books of GenesisIntermedia in the amounts at which such assets, liabilities, reserves and accounts shall have been carried on the books of GMG and GenesisIntermedia immediately prior to the Effective Time, subject to such adjustments, and such elimination of intercompany items, as may be appropriate to give effect to the Merger.

13. *Governing Law.* This Merger Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts entered into and to be performed wholly within the State of Delaware, except to the extent that the laws of the State of Florida are mandatorily applicable to the Merger.

14. *Amendment.* Subject to applicable law and subject to the rights of GMG's shareholders further to approve any amendment which would have a material adverse effect on such shareholders, this Merger Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Time with respect to any of the terms contained herein.

15. *Deferral or Abandonment.* At any time prior to the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned or the time of consummation of the Merger may be deferred for a reasonable time by the Board of Directors of either GMG or GenesisIntermedia, or both, notwithstanding approval of this Merger Agreement by the shareholders of GMG or the shareholders of GenesisIntermedia, or both, if circumstances arise which, in the opinion of the Board of Directors of GMG or GenesisIntermedia, make the Merger inadvisable or such deferral of the time of consummation advisable.


16. *Counterparts.* This Merger Agreement may be executed in any number of counterparts each of which when taken alone shall constitute an original instrument and when taken together shall constitute one and the same Agreement.

17. *Assurance.* GMG and GenesisIntermedia agree to execute any and all documents, and to perform such other acts, which may be necessary or expedient to further the purposes of this Merger Agreement.




IN WITNESS WHEREOF, GMG and GenesisIntermedia have caused this Merger Agreement to be signed by their respective duly authorized officers and delivered this 8th day of December 1998.

GENESIS MEDIA GROUP, INC.,  
a Florida corporation

By:   
Name: Ramy El-Batrawi  
Title: Chairman of the Board and President

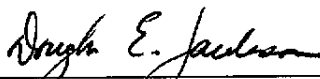
ATTEST:

By:   
Name: Douglas E. Jacobson  
Title: Treasurer

GENESISINTERMEDIA.COM, INC.,  
a Delaware corporation

By:   
Name: Ramy El-Batrawi  
Title: Chairman of the Board and President

ATTEST:

By:   
Name: Douglas E. Jacobson  
Title: Treasurer