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(City/State/Zip/Phone #)

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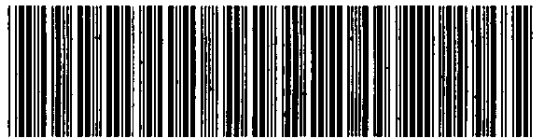
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(Business Entity Name)

\_\_\_\_\_  
(Document Number)

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09 DEC 17 PM 2:14

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

N. O'Kagan DEC 18 2009

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** TEAM DYNAMITE PRODUCTIONS, LLC  
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

ALEXANDER CRADDOCK  
Contact Person

TEAM DYNAMITE PRODUCTIONS, LLC  
Firm/Company

3213 W SITKA ST  
Address

TAMPA FL 33614  
City, State and Zip Code

GO TEAM DYNAMITE @ GMAIL.COM  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

ALEXANDER CRADDOCK at ( 813 ) 390-0249  
Name of Contact Person Area Code and Daytime Telephone Number

☐ Certified copy (optional) \$30.00

**STREET ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

FILED

09 DEC 17 PM 2:15

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**Certificate of Merger  
For  
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
TEAM DYNAMITE PRODUCTIONS, LLC	FLORIDA	LLC
METROCON, LLC	FLORIDA	LLC LO2-27198

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
TEAM DYNAMITE PRODUCTIONS, LLC	FL	LLC LO9-116025

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

\_\_\_\_\_

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SEVENTH:** If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

**EIGHTH:** If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Mailing address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

**NINTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
<u>TEAM DYNAMITE PRODUCTIONS, LLC</u>		<u>ALEXANDER CRADDOLIC</u>
<u>TEAM DYNAMITE PRODUCTIONS, LLC</u>		<u>NICK FAZIO</u>
<u>METROLON, LLC</u>		<u>ROY HARMS</u>

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<b><u>Fees:</u></b> For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

<b><u>Certified Copy (optional):</u></b>	\$30.00
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## PLAN OF MERGER

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
TEAM DYNAMITE PRODUCTIONS, LLC	FLORIDA	LLC
METROCON, LLC	FLORIDA	LLC

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
TEAM DYNAMITE PRODUCTIONS, LLC	FLORIDA	LLC

**THIRD:** The terms and conditions of the merger are as follows:

TEAM DYNAMITE PRODUCTIONS, LLC will obtain all of METROCON, LLC's assets, funds, rights, and control, all in regard to the terms listed on the additional page(s). METROCON, LLC will dissolve entirely, and its managing member(s) will sacrifice any share in either company (dissolved or surviving) also in regard to the attached Contractual Merger Agreement.

(Attach additional sheet if necessary)

**FOURTH:**

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

*all assets of both companies will become and/or remain the sole inherent property of TEAM DYNAMITE PRODUCTIONS, LLC, specifically including and excluding items as listed in the attached document.*

*(Attach additional sheet if necessary)*

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

*All rights to acquire, regarding the manner, basis, execution, and action of said rights, are discussed in the attached document.*

*(Attach additional sheet if necessary)*

**FIFTH:** Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

Please see the section "Legal Acknowledgements and Statements" in the attached document for all necessary legal statements and statements required to be made by all merging parties or their legal, standing representatives.

(Attach additional sheet if necessary)

**SIXTH:** Other provisions, if any, relating to the merger are as follows:

All other provisions are listed in the attached document.

(Attach additional sheet if necessary)



## **PLAN OF MERGER**

**Information and Provisions in Addition and Clarification  
To the Florida Department of State, Division of Corporations  
Official Plan of Merger Paperwork  
TEAM DYNAMITE PRODUCTIONS, LLC and METROCON, LLC**

### **Introduction**

This document is intended to clarify and additionally explain the basic information laid out in the Florida Department of State, Division of Corporations forms attached preceding this document. This document will be referred to as "plan of merger supplement", "the supplemental material", "the contract", and "this document" throughout the rest of the pages included within this document, and it is legally to be regarded as referring to this exact document whenever mentioned.

Team Dynamite Productions, LLC is a Florida limited liability company, with all right and jurisdiction to operate as a limited liability company in the State of Florida.

METROCON, LLC is a Florida limited liability company, with all right and jurisdiction to operate as a limited liability company in the State of Florida.

This supplemental material will provide all of the provisions for the merger between Team Dynamite Productions, LLC and METROCON, LLC as laid out and agreed upon by all parties involved, being both managing members of Team Dynamite Productions, LLC, Nicholas Fazio and Alexander Craddock, and the sole managing member of METROCON, LLC, Roy Harms.

This document, for intents and purposes of and to the best knowledge of all parties involve, works within the bounds of federal, state, and local law. All purposes of this merger are within the purposes of both of these limited liability companies, and no part of this document is intended to actively disobey, supersede, or denounce any part of federal, state, or local statute. It is also to the best knowledge of all parties involved that this document to the fullest extent fulfills all of the requirements set forth in Florida Statute 608.438 of notification, statement, and definition of facts and methods necessary to perform a merger between multiple business entities in the State of Florida.

**Severability Clause** – Should any clause, statement, provision or section of this document unintentionally declare this document as unable to be upheld by federal, state, and/or local courts and laws, the aforementioned clause, statement, provision or section that caused the discrepancy in the document's legal interpretation is considered to have never been included, and the rest of the document is to be held legal in all effects as though that clause, statement, provision or section had never been included in the first draft or any other printed state of this document.

### **Part I – Overall Terms and Conditions of the Merger**

#### **Section I – Agreement of Surviving Party**

All merging parties, being METROCON, LLC and Team Dynamite Productions, LLC, are of the understanding that Team Dynamite Productions, LLC is to be the only surviving party of the merger to which this document holds effect, and all legalized representatives of both parties have been made thoroughly aware, especially in regard to Florida Statute 608.438, which mentions the legal requirements of all merging parties to actively participate in this merger, and ensure that all of their rights as a current member of one of the parties to be merged are protected.

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## **Section II – Division of Control, Interest, Obligations and Shares of the Surviving Company**

Of the two merging parties, being METROCON, LLC and Team Dynamite Productions, LLC, Team Dynamite Productions, LLC will obtain all shares, interest, obligations, and control of both merging companies, and the entity METROCON, LLC will in and of itself be dissolved. Roy Harms, the sole managing member of METROCON, LLC will not maintain any interest, obligation or share of the surviving entity, and relinquishes any he may have right to in substitution of the further stipulations listed later in this document in **Part II** where his rights, obligations, and fair value trade for those shares and interests are established. Please see **Appendix A – Detailed Tangible Property, to Become Property of the Surviving Entity** and **Appendix B – Specifically Exempt Items to be Maintained by Roy Harms**. Both of these appendices have been evaluated by all parties to be fair and reasonable, and the “fair value” of the amount owed to Roy Harms by Team Dynamite Productions, LLC reflects this reasonably according to the opinion of both parties.

## **Section III – Division of Control, Interest, Obligations and Shares Among Managing Members of Surviving Entity**

All control, interest, ownership, and shares of Team Dynamite Productions, LLC will be distributed between Nicholas Fazio and Alexander Craddock as provided for in the Articles of Organization filed for Team Dynamite Productions, LLC, unless specifically stated in an amendment to the Articles of Organization. By those articles, all ownership and interest shall be divided evenly in two parts, one-half of ownership and interest going to each managing member of the surviving entity, Team Dynamite Productions, LLC. In accordance with Florida Statutes that reference the merging of two business entities where the surviving entity is a limited liability company, Team Dynamite Productions, LLC is legally allowed to amend its Articles of Organization in this Plan of Merger, but shall abstain from doing so. This document does not change any rules and regulations set forth by the managing members of Team Dynamite Productions, LLC, Nicholas Fazio and Alexander Craddock, in the Articles of Organization, unless federal, state, or local law forces this document to supersede rules and regulations set forth by those Articles of Organization.

## **Section IV – Rights to Acquire Shares, Interests, Obligations, or Other Securities**

The rights to acquire any shares, interests, obligations, or other securities belong solely to Team Dynamite Productions, LLC and its managing members, Nicholas Fazio and Alexander Craddock, provided that this merger agreement is held true and full by all parties for the extent that the surviving party exists. At no point shall Roy Harms be entitled to the rights to acquire said shares, interests, obligations or other securities of Team Dynamite Productions, LLC, the surviving entity of this merger.

## **Section V – Transfer of Contractual and Monetary Liability**

All parties involved in this merger agree that they are aware of the liability transfer to the surviving entity. Both managing members of the surviving entity, Nicholas Fazio and Alexander Craddock, agree that Team Dynamite Productions, LLC assumes all contractual, financial, and monetary responsibilities of both entities of the merger as the surviving entity. This is affirmed by Florida Statute, which lists this as a responsibility of the surviving entity and the surviving entity’s managing members. This includes any previously signed contracts with other business entities, either as provider or purchaser, and any debt owed on behalf of METROCON, LLC specifically. Team Dynamite Productions, LLC, as the surviving entity of this merger, does NOT under any circumstances assume the personal debts, responsibilities, liabilities, or personal property of the sole managing member of METROCON, LLC, Roy Harms, as these are NOT business resources or considered the business’s assets and liabilities, and are not held sway over by this document or any other corporate and/or legal document regarding this merger.

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## **Part II – Obligations of the Surviving Entity to Roy Harms**

In place of the immediate return of cash or property for the shares, interests and securities currently possessed and owned by Roy Harms and METROCON, LLC, both Roy Harms and METROCON, LLC agree to the below listed terms. This legally binding agreement absolves Team Dynamite Productions, LLC of any requirement outside of the terms and stipulations listed below to provide Roy Harms with payment or reimbursement for his shares of METROCON, LLC that are being absorbed by Team Dynamite Productions, LLC through this merger and subsequent pursuit of action on this merger outside of the terms and stipulations listed below. The surviving entity, Team Dynamite Productions, LLC, is solely and entirely responsible for the upholding of these terms and is solely liable for any repercussions should these terms not be met. No other party has endorsed or provided supplemental insurance on these stipulations.

The total fair value amount owed to Roy Harms has been evaluated by all parties involved in the merger, and it is their agreement that this value is indeed “fair value”, as mentioned in the Florida Statutes regarding the merging of two business entities in the State of Florida. The total fair value amount expressed in United States Dollars established to be owed to Roy Harms is \$158,000 USD (one hundred fifty eight thousand U.S. dollars), to be owed to him in full under the agreed upon terms listed below. In place of an immediate return on his shares, Roy Harms is to receive from Team Dynamite Productions, LLC the total fair value amount, in these terms:

**First:** A down payment of \$8,000 USD (eight thousand U.S. Dollars), to be paid to Roy Harms upon the signing of this plan of merger as an act and sign of good faith to him for his acceptance of the terms, and to show the willingness and ability of Team Dynamite Productions, LLC to provide for the terms of this merger. This down payment is considered to be payment towards the total fair value amount.

**Second:** A payment at the minimum of 1/10<sup>th</sup> (one tenth, 10%, or ten percent) of the established total fair value amount listed above minus the \$8,000 USD (eight thousand U.S. dollars) down payment is to be paid to Roy Harms annually, beginning 1 August 2010, and continuing with payment being required 1 August of every consecutive year in the same manner until the total fair value amount has been paid in full.

**Third:** Should Team Dynamite Productions, LLC elect to pay more than the minimum payment as stated in the **Second term**, there is no penalty in any form to Team Dynamite Productions, LLC.

**Fourth:** It is within reason for Roy Harms to request a payment earlier in the transitional year between payments, however it shall never be deemed legally necessary for Team Dynamite Productions, LLC to provide for such a request. No penalty shall be assessed in the event that an early payment request is made and Team Dynamite Productions, LLC is unable to meet said request.

**Fifth:** No amendment may be made to the total fair value amount that is owed to Roy Harms by any party, individual or entity, surviving or dissolved, once this merger has been completed. This amount is established and agreed upon by all participating parties and is not subject to economic strife among either party, cost of living expenses, or any other outside factor. It is to be noted that both parties acknowledge these things were taken into consideration when establishing “fair value”.

**Sixth:** If at any time Team Dynamite Productions, LLC is unable to meet the terms and criteria listed here, all equipment, rights, interests, and shares estimated at a value equivalent to the value still owed, and having been possessed originally by the now dissolved METROCON, LLC, are subject to the pursuit within the rights of Roy Harms, after a verbal approach has been attempted between all parties, so that a conclusion may be met. If no conclusion between Roy Harms and Team Dynamite Productions, LLC can be met through an amending contractual agreement, then legal action is considered to be reasonable.

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### **Part III – Obligations of Roy Harms to the Surviving Entity**

Roy Harms, having dissolved all of his interest and ownership of the surviving entity in lieu of the terms of **Part II**, agrees to abide by the supplemental terms and conditions listed in this section. Should any of these obligations fail to be met, all parties are in agreeance that this will disqualify Roy Harms from the obligations owed to him by the surviving entity, Team Dynamite Productions, as stated in **Part II**. These obligations include and ARE wholly limited to:

**First:** Roy Harms agrees to provide as a part of this merger continual usage of the Convention Management System. The Convention Management System is a web-based business tool for event and trade show management, which was created by Roy Harms over the course of several years, and is an integral part of the operation of METROCON, LLC. As such, for Team Dynamite Productions, LLC to assume all responsibilities of METROCON, LLC the continual usage of the Convention Management System will be provided to them free of charge so long as this merger, in whole or in part, is in effect. This also includes any necessary maintenance of said system, where "maintenance" as defined as what is required to keep it running and operational at the state of the time of the merger. Any improvements, or proactive maintenance to the system is assumed to be the responsibility of the creator, Roy Harms, and the terms of use for any new additions to the system after this merger date are to be discussed, created, and agreed upon via separate contract.

**Second:** Roy Harms also agrees to provide consultation to the two managing members of the surviving entity, Nicholas Fazio and Alexander Craddock, on an as-needed basis. As the managing members of the surviving entity, neither Nicholas Fazio, Alexander Craddock, nor Team Dynamite Productions, LLC itself is obligated to enforce, implement, or otherwise use any consultation or advice provided by Roy Harms. It is understood that he holds viable, experiential knowledge from the management and ownership of METROCON, LLC and is to be regarded as sound advice in the field.

**Third:** Should any of the equipment listed in Appendix A be transferred to the physical possession of Team Dynamite Productions, LLC, and it be discovered that this equipment is NOT in FULL WORKING ORDER as was explained by METROCON, LLC and its representative, the value of said piece(s) of equipment are to be subtracted from the fair value amount owed to Roy Harms in a submitted amendment to this document, as that(those) piece(s) of equipment was(were) taken into account when the total fair value amount was established by both parties, either in estimate or in factual reproduction of cost of the piece(s) of equipment.

**Fourth:** As stated in **Part II**, it is within the realm of reasonable action for Roy Harms to request an early payment of any part up to the total annual payment before the due date of the annual payment. It is, however, the responsibility of Roy Harms to not solicit, harass, or actively collect on such an early request, as it is NOT an obligation of Team Dynamite Productions, LLC to provide payment prior to the annual due date. Any request made by Roy Harms will be taken into consideration with the financial responsibilities of Team Dynamite Productions, LLC and a course of action will be decided by the managing members of the company as to whether or not the request can be feasibly fulfilled.

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## **Part IV: Other Provisions and Inclusions**

### **Section I – Breach of Contractually Binding Merger Terms**

If a breach of this contract is committed by any party involved to the contract, then the terms of the recourse are to be as follows:

Any party who breaches this document or any other official amendment to this document, made after or before the official filing of the merger and the Plan of Merger or Articles of Merger, is considered to forfeit their right of all obligations owed to them by the other respective party.

For example, if Team Dynamite Productions, LLC fails at upholding any or all stipulations and terms listed in **Part II**, which states the obligations of Team Dynamite Productions, LLC to Roy Harms, then Roy Harms is no longer to be held liable for the terms listed in **Part III**, which states the obligations of Roy Harms to the surviving entity, Team Dynamite Productions, LLC. It will not, however, retroactively void the legalization of the merger itself, and the company structure, organization, and general operation is NOT negotiable despite the terms of the contract breach set here. This is understood by all parties involved at the time of signing.

### **Section II – Representation and Usage**

Set forth after the time that this document is considered in effect, Roy Harms is no longer considered to be an acting member of either party to the merger, dissolved or surviving, and shall in no term or course claim to represent METROCON, LLC any longer or Team Dynamite Productions, LLC in any capacity. It is accepted as fair that he may address any issues as the “former owner” of METROCON, LLC, but may not make official statements, including but not limited to a statement provided for an attorney, member of the press, government official (local, state, or federal), unless approved by Team Dynamite Productions, LLC and its managing members, Nicholas Fazio and Alexander Craddock.

This representation clause is considered to work in the opposite manner as well: at no time shall Team Dynamite Productions, LLC claim in public an association with Roy Harms outside the necessary terms of the merger. At no time will either managing member of Team Dynamite Productions, LLC, being Nicholas Fazio and Alexander Craddock, claim to represent Roy Harms in any interest, capacity, or rights, withheld or explicit.

Any misuse of representation or usage is considered viably breaching the terms of the contract in that parties respective right, as stated above in **Section I**.

### **Section III – Absolution of Undisclosed Prior Liability**

Should any liability or debt, legal or civil, be possessed by any party to this merger and NOT disclosed to the other, respective party of this merger, then that liability or debt is considered to be the responsibility of the original incurring debt or liability holder. Any debt has been debated, and is listed in its entirety in **Appendix C – Debts/Liabilities Incurred by the Surviving Entity, including Legal, Financial, and Contractual Obligations**. This means that all obligations of either party prior to the merger, whether by Florida Statute transferred to the surviving entity or not and if not stated and disclosed IN FULL, are the obligation of the entity holding such obligation prior to the merger, and are subject to the pursuit of either the original entity/person/organization holding the surviving entity liable, or the pursuit of the surviving entity for reimbursement of such liability. This includes all legal matters – if a legal matter arises referencing a date prior to the merger, it is considered the responsibility of the respective, responsible party, as all matters have been disclosed and any undisclosed matter is considered to be maintained by the original party as a term of this merger. This is not a statement of implication to assume undisclosed liability or obligation, it is the opposite.

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#### **Section IV – Temporary Substitution of Obligations of Roy Harms**

Should Roy Harms temporarily become unable to perform the obligations to Team Dynamite Productions, LLC listed in **Part III** of this document, and elect to transfer the responsibility of those obligations to another person, entity, or other representative body, then that chosen representative will assume all responsibility of those obligations, and be bound in another legal contract to the extent that Roy Harms is bound to the obligations of this merger. If the new representative is able to perform some but not all of the obligations, then they are to receive the same annual payment for the year(s) they assume said obligations, but the difference in the annual payment and the “estimated fair value” of the portion of obligations fulfilled (being a fraction of the annual payment each year) is deducted from the total amount still owed to Roy Harms, permanently and without negotiation. The rules of fair value are to be established by Team Dynamite Productions, LLC and the new representative and holder of the obligations, when a new contract for this temporary arrangement is signed.

#### **Section V – Legal Acknowledgements and Statements**

By signing this document, all merging entities, being METROCON, LLC and Team Dynamite Productions, LLC, and the surviving entity, being Team Dynamite Productions, LLC are considered to be making all necessary legal statements as provided for the Plan of Merger and Articles of Merger in Florida Statutes 608.438, S. 608.4381, S. 608.4382, S. 608.4383, S. 608.4384. All parties, being both merging entities, the surviving entity, and all necessary members, managing members, and managers are consenting that they have received all due notice, consideration, and fair say in the decisions that this Plan of Merger reflects, in accordance with the same above listed statutes. All parties involved as thoroughly above listed out agree that this merger is taking place within the regulations and requirements of federal, state, and local laws, and that this merging is being made with good intentions by all parties, respectfully and necessarily agreeing that all parties have abided by those statutes to every extent necessary to make this merger full, viable, and legally accepted.

**Part VI – Statement of Affirmation and Notarized Signatures of Necessary Parties**

By signing my name below, I do swear and affirm that I have read and do understand all parts of this Plan of Merger, and the explicit and implied specifics of this arrangement. I do also swear and affirm that I am authorized as a representative of the entity that I do hereby represent, which is legally allowed and formally recognized to conduct business as a limited liability company in the State of Florida, pursuant to Florida statutory regulations. I affirm that I have had fair say in the contractual inception of this Plan of Merger, and do agree with all terms set forth within it, being implemented on the date of filing of the Plan of Merger, with respect to all corresponding federal, state, and local laws. I do also swear and affirm to uphold this Plan of Merger with all respect to all entities of the merger, knowing full well the repercussions of dissenting after the signing of this merger.

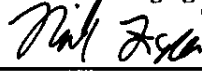
**ALEXANDER CRADDOCK**  
Team Dynamite Productions, LLC  
Managing Member

  
(Signature)

12/12/09

(Date Signed)

**NICHOLAS FAZIO**  
Team Dynamite Productions, LLC  
Managing Member

  
(Signature)

12/12/09

(Date Signed)

**ROY HARMS**  
METROCON, LLC  
Managing Member

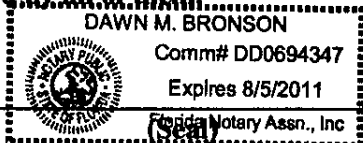
  
(Signature)

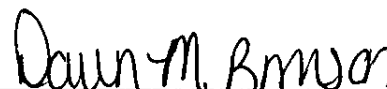
12/12/09

(Date Signed)

**STATE OF FLORIDA**  
**COUNTY OF** Hillsborough

Sworn to and subscribed before me this 12 day of Dec., 2009, by all of the above parties, in terms understood by all of them.





(Signature of Notary Public)

Dawn M. Bronson  
(Name of Notary Typed, Printed, or Stamped)

Personally Known X OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_  
(Alexander Craddock) (Nicholas Fazio) (Roy Harms)

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## **Appendix A: Detailed Tangible Property, to Become Property of the Surviving Entity**

This appendix lists in the fullest capacity available the tangible property, being equipment, merchandise, and other items of immediate value and a value able to be estimated or proven by Roy Harms, Managing Member of METROCON, LLC. This list is meant as a guideline, and as such, all property of METROCON, LLC is still to be considered the property of the surviving entity of the merger, Team Dynamite Productions, LLC whether listed in this appendix or not, unless stated in the following appendix, **Appendix B – Specifically Exempt Items to be Maintained by Roy Harms**. All description and estimated values are agreed upon by both parties.

- **Audio/Video Tower for Main Ballroom (aka “Blippy Box”)** – 4 independent motherboards, built into an internal system, used to support audio and video playback in the main ballroom at METROCON for 2 years, built by Roy Harms.
- **Registers** – All registers and cashboxes purchased for registration and all other ticket collection, including 4 electronic registers for registration and merchandising.
- **Swords, Costumes, and Props used for all METROCON shows** – All stage combat weapons belonging to the METROCON stock of weapons to be used and loaned out for shows, all costumes including the Galian Beast, Kero Beast, Paper Griffin, etc., and all props built especially for use in METROCON shows.
- **Microphones, Microphone Wiring, Handheld and Headset, Mixer Boards, Microphone Stands, and all other Miscellaneous Audio Equipment owned by the Business**
- **Dance Dance Revolution: Extreme Mix Arcade Machine**
- **4 (four) Rolls of Carpet (6’ x 24’) and 4 (four) Rolls of Carpet Padding (6’ x 24’)** – The carpet and padding used for the main stage in the main ballroom of METROCON at Tampa Convention Center.
- **Merchandise** – Merchandise including t-shirts, wristbands, etc. printed or produced for previous years of METROCON, LLC’s operation.
- **Website Domains:** These website domain names include [www.metroconventions.com](http://www.metroconventions.com) and [www.animemetro.com](http://www.animemetro.com), but not to include any other website domain names
- **Video Game Consoles** – All video game supplies, games, wires, consoles, and controllers that are property of METROCON, LLC and are used in the Video Game Room at METROCON in the Tampa Convention Center
- **Projector** – Large black projector, removed from the ceiling of Roy’s house being used for METROCON, LLC business.
- **Safes** – 2 keyed, locking fireproof safes, and an assorted number of cash boxes, all belonging to METROCON, LLC
- **Video Camera Equipment** – Both JVC internal hard drive camcorders and all of the corresponding accessories and equipment, as well as the USB voice recorder used for movies and promos.
- **1 Touch Screen Monitors and 2 Small Size “Video Kegs”** – Used annually in the video rooms at METROCON, LLC; this also includes the DVD players for the panel rooms.
- **Lighting Equipment** – All lighting equipment and relevant accessories used by the convention annually in either the main ballroom or the special events room.
- **All Storage Boxes and Totes** – All storage bins, boxes, crates, totes, or other storage apparatuses and all of their contents, to be packed and checked by Roy Harms.
- **Musical Instruments and Amplifiers** – All musical instruments including the drum kits, and all amplifiers bought for use at METROCON.
- **Trailer** – A 10’ hitched trailer for the storage and transportation of METROCON equipment.
- **Shelving Units** – All shelving units used for storage of METROCON materials.



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## **Appendix B: Specifically Exempt Items to be Maintained by Roy Harms**

Items on this appendix are items that did belong to METROCON, LLC and will become now the personal property of Roy Harms, or items that are unidentifiable as belonging to either Roy Harms individually or exclusively METROCON, LLC and that will also become the individual property of Roy Harms so long as this merger actively passes through all filing and signing.

- **Server** – The web hosting server built for METROCON, LLC will become personal property of Roy Harms, although the physical web server itself may not be in his personal property at any given time. This includes all parts of the server and all new additions to said server.
- **“Washer and Dryer”** – A residential washing machine and dryer purchased for the home of Roy Harms, but purchased on a credit card with both personal and company purchases left in debt on it.
- **Personal Laptop Computer** – The personal laptop computer of Roy Harms, as above, purchased with a credit card that had outstanding debt that was both personal and business related items.
- **Travis Touchdown saber and Samus saber** – Props made by Roy Harms that were used in the 2009 METROCON Chess Match that he, under permission of the surviving entity, is keeping as personal property.

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## **Appendix C: Appendix C – Debts/Liabilities Incurred by the Surviving Entity, including Legal, Financial, and Contractual Obligations.**

This appendix lists to the fullest knowledge of all parties involved the outstanding obligations that are to be assumed and fulfilled to the fullest extent required by the surviving entity, Team Dynamite Productions, LLC. This list, unlike the other appendices, is full and comprehensive according to both parties to this merger, Team Dynamite Productions, LLC and METROCON, LLC.

- **Tampa Convention Center** – Team Dynamite Productions, LLC will assume all contractual obligation to Tampa Convention Center, assuming the contract that was signed by METROCON, LLC previously this year. They will also incur all necessary charges resulting from said contract.
- **Embassy Suites Downtown Tampa** – Team Dynamite Productions, LLC will assume all contractual and financial obligation to the Embassy Suites Hotel of downtown Tampa, taking over the contract signed by METROCON, LLC previously this year. Team Dynamite Productions, LLC will also assume all terms of this contract and any charges or financial responsibilities incurred as a result of said contract.
- **Sheraton Hotel, Downtown Tampa** – As above, replacing “Embassy Suites” with “Sheraton”
- **Marriot Hotel, Downtown Tampa** – As above, replacing “Embassy Suites” with “Marriot”
- **Wyndham/Wingate Hotel, Downtown Tampa** – As above, replacing “Embassy Suites” with “Wyndham/Wingate”

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