

L110000040765

(Requestor's Name)

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(City/State/Zip/Phone #)

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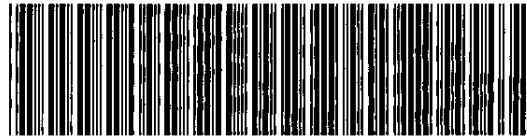
(Business Entity Name)

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T. HAMPTON  
MAY 19 2011  
EXAMINER

**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>
<u>STRETLY XMD PRODUCTIONS, LLC</u>	<u>CA</u>	<u>LIMITED LIABILITY COMPANY</u>
<u>STRETLY XMD PRODUCTIONS, LLC</u>	<u>FL</u>	<u>LIMITED LIABILITY COMPANY</u>

**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>
<u>STRETLY XMD PRODUCTIONS, LLC</u>	<u>FL</u>	<u>LIMITED LIABILITY COMPANY</u>

**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:

NA

**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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

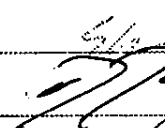
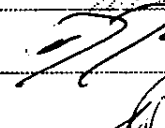
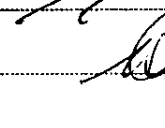
Mailing address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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:
STANLEY AND PRODUCTIONS, LLC (GENERAL PARTNERSHIP)		STEPHEN K. MINAHAN
STANLEY AND PRODUCTIONS, LLC (GENERAL PARTNERSHIP)		RICHARD RAMNATH
STANLEY AND PRODUCTIONS, LLC		SCOTT DAHLBERG

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

**Fees:**

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

**Certified Copy (optional):** \$30.00

**AGREEMENT AND PLAN OF MERGER OF  
STRICTLY XMD PRODUCTIONS, LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY,  
WITH AND INTO  
STRICTLY XMD PRODUCTIONS, LLC, - L11000040765  
A FLORIDA LIMITED LIABILITY COMPANY**

This Agreement and Plan of Merger (the "Merger Agreement") is made this 30<sup>th</sup> day of April, 2011, between Strictly XMD Productions, LLC, a California limited liability company ("Strictly CA") and Strictly XMD Productions, LLC, a Florida limited liability company ("Strictly FL"). Each of Strictly CA and Strictly FL may collectively be referred to herein as the "Parties."

**WHEREAS**, all of the members of each of Strictly CA and Strictly FL deem it advisable and in the best interests of the Parties and themselves that Strictly CA merge with and into Strictly FL (in an "assets-over" merger) with Strictly FL being the surviving limited liability company under and pursuant to the provisions of the California Corporations Code and the Florida Statutes;

**WHEREAS**, Strictly FL, the surviving limited liability company, will exist under the laws of the State of Florida.

**NOW, THEREFORE**, in consideration of the promises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the Parties hereto as follows:

1. **Merger.** Strictly CA shall be merged with and into Strictly FL (the "Merger").
2. **Effective Date.** This Merger Agreement shall become effective upon the filing of a Certificate of Merger with each of the California Secretary of State and the Florida Department of State, the time of such effectiveness hereinafter called the "Effective Date."
3. **Surviving Limited Liability Company.** Strictly FL shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Florida. The separate limited liability company existence of Strictly CA shall cease forthwith upon the Effective Date.
4. **Certificate of Formation.** The Certificate of Formation of Strictly FL as in effect on the date hereof shall continue to be the Certificate of Formation of Strictly FL following the Effective Date unless and until the same shall be amended or repealed as provided by law.
5. **Operating Agreement.** The Operating Agreement of Strictly FL as it exists on the Effective Date shall be the Operating Agreement of Strictly FL following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof.

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6. **Conversion of Membership Interests.** On the Effective Date, the manner and basis of converting the membership interests in Strictly CA into membership interests in Strictly FL will be as follows:

A. R. Richard Ramnath ("Richard") and Scott Dahlbeck ("Scott") each currently holds a thirty seven and one half percent (37.5%) membership interest in Strictly CA, and Shravan Kambam ("Shravan") currently holds a twenty five percent (25%) membership interest in Strictly CA.

B. On the Effective Date, pursuant to Treasury Regulations Section 1.708-1(c)(3)(i), Strictly CA shall merge with and into Strictly FL by contributing all of its assets and liabilities to Strictly FL in exchange for an interest in Strictly FL, and immediately thereafter, Strictly CA shall distribute interests in Strictly FL to Richard, Scott, and Shravan in liquidation of Strictly CA. The respective membership interests of each of Richard, Scott, and Shravan in Strictly CA shall automatically be cancelled.

C. Following the Merger, (i) the thirty seven and one half percent (37.5%) membership interests formerly held by each of Richard and Scott in Strictly CA shall be converted to thirty seven and one half percent (37.5%) membership interests in Strictly FL; and (ii) the twenty five percent (25%) membership interest formerly held by Shravan in Strictly CA shall be converted to a twenty five percent (25%) membership interest in Strictly FL, so that (i) Richard and Scott will each hold thirty seven and one half percent (37.5%) of the membership interests in Strictly FL; and (ii) Shravan will hold twenty five percent (25%) of the membership interests in Strictly FL. No money, property, thing or value of Strictly FL or other form of consideration shall be issued, given, paid, assigned, transferred or sent over to, or for any person or entity whatsoever on account of the Merger.

7. **Assets and Liabilities of Strictly FL.** Strictly FL shall succeed to all of the properties and assets of Strictly CA and to all debts, causes of action and other interests due or belonging to Strictly CA and shall be subject to, and responsible for, all the debts, obligations, liabilities and duties of Strictly CA in accordance with applicable law. To the extent permitted by law, the Strictly FL shall possess all the rights, powers and franchises, of a public as well as of a private nature, and shall be subject to all of the restrictions, liabilities and duties of Strictly CA. All rights, privileges, powers and franchises of Strictly CA and all property, real, personal and mixed, and all debts due to Strictly CA on whatever account, and all other things in action belonging to Strictly CA, shall be vested in the Strictly FL. All property, rights, privileges, powers, franchises and all choses in action and every other interest shall thereafter be the property of the Strictly FL as they were of Strictly CA. The title to any property, whether real, personal or mixed, vested in Strictly CA, shall not revert or be in any way impaired by reason of the Merger. Any devise, bequest, gift or grant contained in any will or in any instrument, made before or after the Merger, to or for the benefit of Strictly CA, shall inure to the benefit of the Strictly FL. Insofar as may be necessary to preserve any of the assets of Strictly CA the existence of Strictly CA shall be deemed to continue in and through the Strictly FL.

8. **Further Assurance of Title.** If, at any time, Strictly FL shall determine or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record in Strictly FL its right, title or interest

in, to or under any of the rights, properties or assets of Strictly CA acquired or to be acquired by Strictly FL as a result of or in connection with the Merger, or otherwise to carry out the purpose and intent of this Merger Agreement, the members of Strictly FL shall be authorized to execute and deliver, in the name and on behalf of Strictly CA, all such deeds, bills of sale, assignments, assumption agreements and assurances and to take and do, in the name and on behalf of Strictly CA or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets of Strictly FL or otherwise to carry out the purpose and intent of this Merger Agreement.

9. **Service of Process on Strictly FL in California.** Strictly FL agrees that it may be served with process in the State of California in (i) a proceeding for enforcement of any obligation of Strictly CA as well as for the enforcement of any obligation of Strictly FL arising from the Merger; and (ii) a proceeding to enforce the rights of any holder of a dissenting interest in Strictly CA.

10. **Termination.** This Merger Agreement may be terminated and abandoned by action of the members of Strictly CA or Strictly FL at any time prior to the Effective Date.

11. **Expenses And Rights Of a Dissenting Member.** Strictly FL shall promptly pay all expenses of carrying this Merger Agreement into effect and of accomplishing the Merger, including amounts, if any, to which a dissenting member of Strictly CA may be entitled by reason of this Merger under California law.

12. **Severability.** If any provision or term of this Merger Agreement is found to be invalid, void or unenforceable, the remainder of the provisions of this Merger Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated. It is the intent of the parties hereto for the terms and conditions of this Merger Agreement to be interpreted to the greatest extent possible so as to remain valid and enforceable, and any provision or term of this Merger Agreement found by a court to be invalid, void or unenforceable will be rewritten by the court pursuant to this intent.


13. **Partial Invalidity.** The invalidity of all or any part of any paragraph or subparagraph of this Merger Agreement shall not render invalid the remainder of any of this Merger Agreement or any such paragraph or subparagraph.

14. **Counterparts.** This Merger Agreement may be signed in multiple counterparts, all of which are hereby deemed an original and will constitute one instrument.

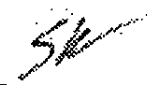
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IN WITNESS WHEREOF, each of the Parties hereto, pursuant to authority duly granted by their members, has caused this Merger Agreement to be executed on the date written above.

**STRICTLY XMD PRODUCTIONS, LLC**  
**A California Limited Liability Company**

By:  5/1/11  
R. Richard Ramnath  
Member-Manager

By:   
Scott Dahlbeck  
Member-Manager

By:   
Shravan Kambam  
Member-Manager

**STRICTLY XMD PRODUCTIONS, LLC**  
**A Florida Limited Liability Company**

By:   
R. Richard Ramnath  
Member-Manager

By:   
Scott Dahlbeck  
Member-Manager

By:   
Shravan Kambam  
Member-Manager

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**Appendix A: Managing Members' Names and Business Addresses**

Richard Ramnath  
687 Deerhurst Drive  
Melbourne, FL 32940

Scott Dahlbeck  
8911 York Place  
Lubbock, TX 79424