

L19000228289

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

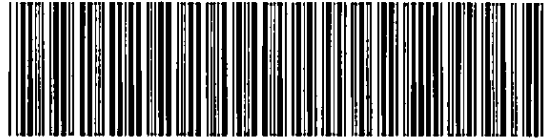
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



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2019 DEC 12 PM 1:33

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

Morgan  
12/12/19  
DC



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

October 9, 2019

RODNEY DARNELL WALKER  
REBEL LANE RECORDS LLC  
7715 SUMTER CT  
TEMPLE TERRACE, FL 33637

SUBJECT: REBEL LANE RECORDS LLC  
Ref. Number: L17000070442

We have received your document for REBEL LANE RECORDS LLC and your check(s) totaling \$50.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The above listed entity was administratively dissolved or its certificate of authority was revoked for failure to file the annual report. The entity must be reinstated before this document can be filed.

The fees to reinstate the limited liability company are as follows: \$100 reinstatement fee; \$138.75 filing fee for current year. Therefore, the total amount due to reinstatement the limited liability company at this time is \$238.75.

Please include an additional \$5.00 for each certificate of status requested (optional).

Please check the first box in section FOURTH of the Articles of Merger as the second box does not apply since the surviving LLC was formed prior to filing the merger documents.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Darlene Connell  
Regulatory Specialist II Supervisor

Letter Number: 419A00020782

2019 OCT -3 PM 12:12



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

September 24, 2019

RODNEY DARNELL WALKER  
REBEL LANE RECORDS LLC  
7715 SUMTER CT  
TEMPLE TERRACE, FL 33637

SUBJECT: REBEL LANE RECORDS LLC  
Ref. Number: L19000228289

We have received your document and check(s) totaling \$50.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

THE WORDS IN YOUR DOCUMENT ARE RUNNING TOGETHER. PLEASE CORRECT THIS BY ADDING SPACES BETWEEN EACH WORD IN THE MERGER.

As a condition of a merger, pursuant to s.605.0212(8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Darlene Connell  
Regulatory Specialist II Supervisor

Letter Number: 219A00019732

2019 OCT 8 10:35  
11/23/19

www.sunbiz.org

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Rebel Lane Entertainment 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:

Rodney Darnell Walker

\_\_\_\_\_  
Contact Person

Rebel Lane Entertainment LLC

\_\_\_\_\_  
Firm/Company

7715 Sumter CT

\_\_\_\_\_  
Address

Temple Terrace FL 33637

\_\_\_\_\_  
City, State and Zip Code

RebelLaneEnt@gmail.com

\_\_\_\_\_  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Rodney Darnell Walker

813

853-6273

at (\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
Area Code

\_\_\_\_\_  
Daytime Telephone Number

☐ Certified copy (optional) \$30.00

**STREET ADDRESS:**

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

**MAILING ADDRESS:**

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

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

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, 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>   |
|------------------------|---------------------|---------------------------|
| Rebel Lane Records LLC | Florida             | Limited Liability Company |
| _____                  | _____               | _____                     |
| _____                  | _____               | _____                     |
| _____                  | _____               | _____                     |
| _____                  | _____               | _____                     |

L17-70442

**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>   |
|------------------------------|---------------------|---------------------------|
| Rebel Lane Entertainment LLC | Florida             | Limited Liability Company |
| _____                        | _____               | _____                     |

L19-228289

**THIRD:** The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
2019 DEC 12 PM 1:33

**FOURTH:** Please check one of the boxes that apply to surviving entity: (if applicable)

☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached. "

☒ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.

☒ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.

☒ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

Processing time for new business filings were backed up. transaction for new filing of "Rebel Lane Entertainment LLC" was submitted 9.9.19 @ 6:09 PM. Please process. ETN will remain the same

**FIFTH:** This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

**SIXTH:** If other than the date of filing, the delayed 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:

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

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

Name of Entity/Organization:

Rebel Lane Records LLC

Signature(s):

*Rodney D. Walker*

Typed or Printed  
Name of Individual:

Rodney Darnell Walker

Rebel Lane Entertainment LLC

*Rodney D. Walker*

Rodney Darnell Walker

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 an authorized person

**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

## **Merger Agreement**

THIS MERGER AGREEMENT ("Agreement") is made on September 10, 2019 by and between Rebel Lane Records LLC, 1256 E Hillsborough Ave, Tampa, Florida 33604, (the "Rebel Lane Records"), and Rebel Lane Entertainment LLC of P.O Box 291397, Tampa, Florida 33687-1397, (the "Rebel Lane Entertainment").

On completion of the merger, Rebel Lane Records will be dissolved leaving Rebel Lane Entertainment as the surviving business which will be known as Rebel Lane Entertainment LLC after the merger is complete. The surviving business will be registered in the state of Florida.

### **RECITALS**

#### **Rebel Lane Records Dissolving Entity**

Rebel Lane Records is a Limited Liability Company duly organized, validly existing, and in good standing under the laws of Florida.

#### **Rebel Lane Entertainment Surviving Entity**

Rebel Lane Entertainment is a Limited Liability Company duly organized, validly existing, and in good standing under the laws of Florida.

#### **Rebel Lane Entertainment LLC Final Entity**

Rebel Lane Entertainment LLC is to be the surviving business entity, as that term is defined in the state statute, to the merger described in this agreement.

### **MERGER**

#### **Surviving Business Entity**

Subject to the terms and conditions of this Agreement, on the Effective Date mentioned above, Rebel Lane Records shall be merged with and into surviving entity under the laws of the state of Florida. As a result of the Merger, the separate corporate existence of Rebel Lane Records shall cease and the entity shall continue as the surviving business entity Rebel Lane Entertainment LLC

#### **Certificate of Merger**

Rebel Lane Entertainment shall file a certificate of merger with the Secretary of State, as required by the laws of the state of Florida. The certificate shall be signed and acknowledged by the required number of partners or members of all constituent entities. Certified copies of the certificate of merger shall be filed in the office of the recorder in all counties in which Rebel Lane Records holds real property.

### **Effective Date of Merger**

The merger shall be effective on the date of filing of the certificate of merger.

## **TERMS AND CONDITIONS**

### **Negative Covenants**

Between the date of this Agreement and the date on which the merger becomes effective, each constituent entity will not:

### **Further Assignments or Assurances**

If at any time Rebel Lane Entertainment considers or is advised that any further assignments or assurances in law are necessary to vest or to perfect or to confirm of record in Rebel Lane Entertainment the title to any property or rights of disappearing entity, or otherwise carry out the provisions of this Agreement, the entities agree that the managers of Rebel Lane Records, as of the effective date of the merger, will execute and deliver all proper deeds, assignments, confirmations, and assurances in law, and do all acts that the surviving entity reasonably determines to be proper to vest, perfect, and confirm title to such property or rights in Rebel Lane Entertainment, and otherwise carry out the provisions of this Agreement.

## **VALUATION OF ASSETS**

### **Assets of Rebel Lane Records**

The partners or managers of Rebel Lane Records agree that:

The present value of its tangible and intangible assets, including goodwill is \$30,000.00;

The fair market value of its unrealized receivables is \$0.00;

The fair market value of its inventory is \$0.00; and

The estimated amount of its liabilities is \$0.00.

### **Assets of Rebel Lane Entertainment**

The partners or managers of Rebel Lane Entertainment agree that:

The present value of its tangible and intangible assets, including goodwill, is \$0.00;

The fair market value of its unrealized receivables is \$0.00;

The fair market value of its inventory is \$0.00; and

The estimated amount of its liabilities is \$0.00.

## **Conversion**

(a) At the effective date of the merger, each interest in Rebel Lane Records will be converted into 100 interest[s] of Rebel Lane Entertainment LLC.

(b) No fractional interests of Rebel Lane Entertainment LLC after merger will be issued to the holders of interests of Rebel Lane Records. However, holders who would otherwise be entitled to



receive a fraction of an interest of Rebel Lane Entertainment LLC on the basis of the conversion provided for in this article will instead receive a cash payment equal to the value of that fraction, based on the market value of an interest of Rebel Lane Records as of the effective date of the merger.

(c) Each interest of Rebel Lane Entertainment will be converted into 100 interest[s] of the new surviving entity (Rebel Lane Entertainment LLC) after merger.

(d) No fractional interests of Rebel Lane Entertainment before merger will be issued to the holders of interests of the surviving entity after merger. However, holders who would otherwise be entitled to receive a fraction of an interest of Rebel Lane Entertainment on the basis of the conversion provided for in this article will instead receive a cash payment equal to the value of that fraction, based on the market value of an interest of Rebel Lane Entertainment as of the effective date of the merger.

### **Exchange**

If any interest of Rebel Lane Records being exchanged in connection with this merger is evidenced by a certificate, each holder of that interest must surrender the certificate or certificates, properly endorsed, to the surviving entity or its transfer agent, and will receive in exchange a certificate or certificates representing the number of interests of the surviving entity into which the interests of Rebel Lane Records have been converted.

## **MANAGEMENT OF SURVIVING ENTITY**

### **Management and Control**

The partners or managers of surviving entity have the sole and exclusive control of the business, subject to any limitations in the articles and operating agreement of the surviving entity.

### **Directors and Officers**

The initial Board of Directors of the Surviving Entity will consist of 1 Directors. Disappearing entity shall be entitled to nominate 1 members of the Board of Directors of the surviving entity.

## **INTERPRETATION AND ENFORCEMENT**

### **Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement may be delivered in person, delivered by certified mail, return receipt requested, or delivered by facsimile transmission. Deliveries by certified mail or by facsimile transmission will be sent to the address of the respective party as first indicated above or as may be updated in the future in writing by either party.

### **Counterpart Executions**

This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

### **Partial Invalidity**

If any term of this agreement is held by a court of competent jurisdiction to be void and unenforceable, the remainder of the contract terms shall remain in full force and effect

### **Applicable Law**

The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of Florida.

### **Approvals**

The office bearers and members of each constituent entity to this Merger Agreement have approved by the voting percentages required by the articles, operating agreement, and law the terms and conditions of this Agreement.

This Merger Agreement shall be signed by Rodney D. Walker, CEO, on behalf of Rebel Lane Records LLC and by Rodney D. Walker, CEO on behalf of Rebel Lane Entertainment LLC.

This Merger Agreement is executed and agreed to by:

*Rodney Darnell Walker*

Rodney Darnell Walker  
RebelLaneStudios@gmail.com  
September 09, 2019 at 02:46 pm  
Recorded at IP 69.174.87.44

*Rodney Darnell Walker*

Rodney Darnell Walker  
SirRodney0000@gmail.com  
September 09, 2019 at 02:50 pm  
Recorded at IP 69.174.87.44