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COST LIMIT :

~~\$ 113.75~~ 78.75

ORDER DATE : February 23, 2016

ORDER TIME : 3:34 PM

ORDER NO. : 030945-005

CUSTOMER NO: 4303929

ARTICLES OF MERGER

DOLPHIN ENTERTAINMENT FILMS,
INC.

INTO

DOLPHIN FILMS, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX _____ CERTIFIED COPY
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CONTACT PERSON: Melissa Zender -- 62956

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER
OF
DOLPHIN ENTERTAINMENT FILMS, INC.
with and into
DOLPHIN FILMS, INC.

Dated February 22, 2016

FILED
16 FEB 23 PM 4:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to and in accordance with the provisions of Section 607.1101, 607.1103, and 607.1105 of the Florida Business Corporation Act ("FBCA"), Dolphin Entertainment, Inc. (the "Parent"), Dolphin Entertainment Films, Inc., a Florida corporation ("Acquisition"), and Dolphin Films, Inc., a Florida corporation ("Surviving Company"), do hereby adopt these Articles of Merger (these "Articles") for the purpose of merging Acquisition with and into Surviving Corporation (the "Merger").

1. Plan of Merger. That certain Agreement and Plan of Merger (the "Plan"), dated as of February 22, 2016, is attached hereto as Exhibit A.
2. Effective Time. The Merger shall be effective upon the filing of these Articles with the Secretary of State of the State of Florida (the "Effective Time"). At the Effective Time, by virtue of the Merger and without any action on the part of Acquisition or the Surviving Corporation, Acquisition shall be merged with and into Surviving Corporation, with Surviving Corporation being the surviving corporation of the Merger and the separate existence of Acquisition shall thereupon cease. The Merger shall have the effects set forth in Section 607.1106 of the FBCA, and all property, rights, privileges, policies and franchises of each of the Surviving Corporation and Acquisition shall vest in the Surviving Corporation and all debts, liabilities and duties of each of the Surviving Corporation and Acquisition shall become the debts, liabilities and duties of the Surviving Corporation.
3. Date of Plan Adoption. The Plan was approved by an omnibus written consent of the sole shareholder and the Board of Directors of the Parent, the Surviving Corporation, the Acquisition, and Dolphin JB Believe Financing, LLC, dated as of October 14, 2015.
4. Counterparts: Facsimile Signatures. These Articles may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Facsimile or other electronically scanned and transmitted signatures shall be deemed originals for all purposes of these Articles.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed these Articles as of the date first set forth above.

DOLPHIN ENTERTAINMENT, INC.

By: William O'Dowd
Name: William O'Dowd IV
Title: President

DOLPHIN FILMS, INC.

By: William O'Dowd
Name: William O'Dowd IV
Title: President

**DOLPHIN ENTERTAINMENT FILMS,
INC.**

By: William O'Dowd
Name: William O'Dowd IV
Title: President

Exhibit A

[AGREEMENT AND PLAN OF MERGER]

EXHIBIT A
PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER was entered into as of this 22nd day of February 2016, by and among, DOLPHIN ENTERTAINMENT, INC. (the "Parent"), DOLPHIN FILMS, INC., a Florida corporation ("Dolphin Films"), and DOLPHIN ENTERTAINMENT FILMS, INC., a Florida corporation ("DEF"), and collectively with Dolphin Films, the "Constituent Corporations").

W I T N E S S E T H :

WHEREAS, as of and effective at the time that the Articles of Merger (as defined herein) are filed with the Secretary of State of the State of Florida, Parent was the record and beneficial owner of all of the issued and outstanding capital stock of Dolphin Films (the "Dolphin Films Common Stock"), and of all the issued and outstanding capital stock of DEF (the "DEF Common Stock"); and

WHEREAS, Parent, as the parent company of Dolphin Films and DEF, desires to merge DEF with and into Dolphin Films, with Dolphin Films being the surviving corporation (the "Merger") on the terms and subject to the conditions set forth in this Agreement and Plan of Merger (the "Plan"); and

WHEREAS, the shareholders and directors of the Parent and of the Constituent Corporations have determined that it is advisable and in the best interests of the Parent, that DEF be merged with and into Dolphin Films, on the terms and conditions set forth herein, in accordance with Section 607.1104 of the Florida Business Corporation Act (the "Act").

NOW, THEREFORE, Parent and the Constituent Corporations, as parties to this Plan, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby agree, as of the Effective Time (as further defined herein), as follows:

1. **THE MERGER.** At the Effective Time and in accordance with the provisions of this Plan and the Articles of Merger, as required by the Act (the "Articles of Merger"), DEF shall be merged with and into Dolphin Films and the separate existence of DEF shall cease. Dolphin Films shall be the surviving corporation in the Merger and shall continue its corporate existence under the Act under its current name, as a wholly-owned subsidiary of Parent (Dolphin Films, in such capacity, being hereinafter sometimes referred to as the "Surviving Corporation").

2. **EFFECTIVE TIME OF THE MERGER.** Simultaneously with or as soon as practicable after the execution of this Plan, Parent, DEF and Dolphin Films will execute, and Parent will cause DEF and Dolphin Films to execute, the appropriate Articles of Merger, and shall file or cause to be filed such Articles of Merger with the Secretary of State of the State of Florida and the Merger shall become effective at such time (the "Effective Time").

3. **EFFECT OF MERGER.** At the Effective Time, (a) the Surviving Corporation shall own and possess all assets and property of every kind and description, and every interest therein, wherever located, and all rights, privileges, immunities, power, franchises and authority

of a public as well as a private nature, of the DEF, and all obligations owed to, belonging to or due to DEF, all of which shall be vested in the Surviving Corporation pursuant to the Act without further act or deed, and (b) the Surviving Corporation shall be liable for all claims, liabilities and obligations of the DEF, all of which shall become and remain obligations of the Surviving Corporation pursuant to the Act without further act or deed.

4. **SURVIVING CORPORATION.** At the Effective Time, the Articles of Incorporation and Bylaws of the Surviving Corporation shall be identical to the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws of the Surviving Corporation, substantially in the forms attached hereto as Exhibit A-1 and Exhibit A-2, respectively. The directors and officers, as set forth on Schedule 1, attached hereto and incorporated by reference in this Plan, shall be the directors and officers, respectively, of the Surviving Corporation, until their successors shall have been duly elected or appointed and qualified or until their earliest death, resignation or removal in accordance with the Surviving Corporation's Articles of Incorporation and Bylaws.

5. **STATUS AND CONVERSION OF COMMON STOCK.** At the Effective Time, by virtue of the Merger and without any action on the part of any holder of any shares of common stock of either of the Constituent Corporations:

5.1 All of the shares of DEF Common Stock issued and outstanding at the Effective Time shall be converted into, exchanged for and become one (1) validly issued, fully paid and non-assessable share of Dolphin Films Common Stock (the "Conversion Share"); such Conversion Share shall, immediately upon conversion, (i) become treasury stock of Dolphin Films and, as such, (ii) be canceled and cease to exist from and after the Effective Time.

5.2 Each share of DEF Common Stock held by Parent shall be automatically canceled and shall cease to exist from and after the Effective Time.

5.3 After the Effective Time each holder of an outstanding certificate representing shares of DEF Common Stock, if any, may surrender the same to Surviving Corporation and each such holder shall be entitled upon such surrender to receive the number of shares of Dolphin Films Common Stock on the basis provided herein. Until surrendered, the outstanding shares of DEF Common Stock to be converted into the Dolphin Films Common Stock, as provided herein, may be treated by the Surviving Corporation for all corporate purposes as evidencing the ownership of shares of Dolphin Films Common Stock as though said surrender and exchange had taken place.

5.5 At the Effective Time, all shares of DEF Common Stock that shall then be held by DEF in its treasury shall cease to exist and all certificates representing such shares shall be canceled and no cash or securities or other property shall be issued in the Merger in respect thereof.

6. **CLOSING OF DEF'S TRANSFER BOOKS.** At the Effective Time, the stock transfer books of DEF shall be closed and no transfer of shares of DEF which were outstanding immediately prior to the Effective Time shall thereafter be made. If, after the Effective Time,

subject to the terms and conditions of this Plan, certificates formerly representing DEF Common Stock are presented to the Surviving Corporation, they shall be canceled and exchanged for common stock of the Surviving Corporation in accordance with this Plan.

7. **FURTHER ASSURANCES.** From time to time, from and after the date hereof, the parties will execute and deliver to one another any and all further agreements, instruments, certificates and other documents as may be requested by the other party in order to more fully consummate the transactions contemplated hereby, and to effect an orderly transition of the ownership and operations of the business of DEF to the Surviving Corporation.

8. **COSTS AND EXPENSES.** Parent shall pay all costs and expenses of accomplishing the Merger.

9. **ENTIRE AGREEMENT.** This Plan and the other agreements and instruments referred to herein constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersede all prior agreements or understandings as to such subject matter.

10. **AMENDMENTS AND MODIFICATIONS.** At any time before the filing with the Secretary of State of the State of Florida of the Articles of Merger, to be filed in connection with this Plan, the Parent may amend this Plan. If the Articles of Merger already have been filed with the Secretary of State, amended Articles of Merger, if any, shall be filed with the Secretary of State, but only if such amended Articles of Merger can be filed before the Effective Time.

11. **HEADINGS.** The headings contained in this Plan are for reference purposes only and shall not affect in any way the meaning or interpretation of this Plan.

12. **GOVERNING LAW.** This Plan shall be construed and interpreted, and the rights granted herein governed, in accordance with the laws of the State of Florida applicable to contracts made and to be performed wholly within such State, without giving effect to the principles of conflict of law.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto, pursuant to the approval and authority duly given by resolution adopted by their respective Boards of Directors, have caused this Agreement and Plan of Merger to be executed by its duly authorized officers as of the date first written above.

ATTEST: DOLPHIN ENTERTAINMENT, INC.

a Florida corporation

By: William O'Dowd

Name: William O'Dowd IV

Title: President

ATTEST: DOLPHIN FILMS, INC.

a Florida corporation

By: William O'Dowd

Name: William O'Dowd IV

Title: President

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