

P130000028061

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

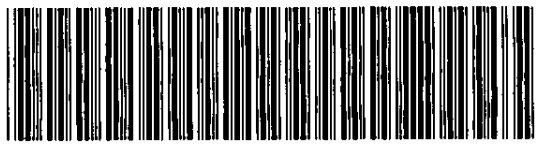
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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Merged

FILED
16 FEB 24 AM 11:46
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
DEPARTMENT OF STATE
16 FEB 23 PM 4:51

FEB 26 2016
A RAMSEY

**02250, 00524, 00672*



FLORIDA DEPARTMENT OF STATE
Division of Corporations

February 24, 2016

CSC
Atten: Melissa Zender
1201 Hays Street
Tallahassee, FL 32301

SUBJECT: DOLPHIN FILMS, INC
Ref. Number: P13000028061

RESUBMIT
Please give original
submission date as file date.

We have received your document for DOLPHIN FILMS, INC and the authorization to debit your account in the amount of \$80.00. However, the document has not been filed and is being returned for the following:

Please include the statement that is highlighted on the attached merger form concerning the members with appraisal rights. And include the statement that is highlighted in the third paragraph.

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

Annette Ramsey
Regulatory Specialist II

Letter Number: 316A00003875

RECEIVED
SECRETARY OF STATE
16 FEB 25 PM 4:40
SUFFICIENT FOR FILING

PLEASE FILE SECOND

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195
REFERENCE : 030945 4303929
AUTHORIZATION : *Spuddean*
COST LIMIT : \$ ~~113.75~~ 90.00

ORDER DATE : February 23, 2016
ORDER TIME : 3:35 PM
ORDER NO. : 030945-010
CUSTOMER NO: 4303929

ARTICLES OF MERGER

DOLPHIN JB BELIEVE FINANCING,
LLC

INTO

DOLPHIN FILMS, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Melissa Zender -- 62956

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER

OF

DOLPHIN JB BELIEVE FINANCING, LLC

with and into

DOLPHIN FILMS, INC.

Dated February 22, 2016

FILED

16 FEB 24 AM 11:46

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to and in accordance with the provisions of Section 607.1109 of the Florida Business Corporation Act (“FBCA”), and Section 605.1025 of the Florida Revised Limited Liability Companies Act (“FRLLLCA”), Dolphin Entertainment, Inc. (the “Parent”), Dolphin JB Believe Financing, LLC, a Florida limited liability company (“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”).

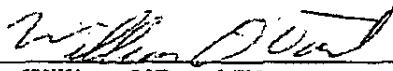
1. Plan of Merger. That certain Agreement and Plan of Merger (the “Plan”), dated as of October [*], 2015, is attached hereto as Exhibit A.
2. Effective Time. The Merger shall be effective upon the filing of these Articles with the Secretary of State of the State of Florida (the “Effective Time”). At 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 607.11101 of the FBCA, and Section 605.1026 of the FRLLLCA, 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, the Board of Directors, and the members, as applicable, of the Parent, the Surviving Corporation, the Acquisition, and Dolphin Entertainment Films, Inc., dated as of October 14, 2015. The Merger was approved by Acquisition in accordance with Sections 605.1021- 605.1026 of the FRLLLCA, and by Parent (as the sole member of Acquisition) who as a result of the merger will have interest holder liability under Section 605.1023(1)(B) of the FRLLLCA. The Surviving Corporation agrees to pay any members with appraisal rights the amount, to which members are entitled under Sections 605.1006-605.1072 of the FRLLLCA.

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.

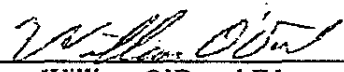
[Signature page follows]

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

DOLPHIN ENTERTAINMENT, INC.

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

DOLPHIN FILMS, INC.

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

DOLPHIN JB BELIEVE FINANCING, LLC

Dolphin Entertainment, Inc.


By: 
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 JB BELIEVE FINANCING LLC, a limited liability company ("JB Believe"), and collectively with Dolphin Films, the "Constituent Corporations").

WITNESSETH:

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 of the equity interest in JB Believe.

WHEREAS, Parent, as the parent company of Dolphin Films and JB Believe, desires to merge JB Believe 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 the Dolphin Films and the sole member of JB Believe have determined that it is advisable and in the best interests of the Parent, that JB Believe 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 "FBCA"), and Sections 605.1021, 605.1022, and 605.1023 of the Florida Revised Limited Liability Company Act ("FRLLC");

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 FBCA and the FRLLC (the "Articles of Merger"), JB Believe shall be merged with and into Dolphin Films and the separate existence of JB Believe 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, JB Believe and Dolphin Films will execute, and Parent will cause JB Believe 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 JB Believe, and all obligations owed to, belonging to or due to JB Believe, 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 JB Believe, 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, all of the interest in JB Believe shall convert validly issued, fully paid and non-assessable share of Dolphin Films Common Stock. Therefore, the 100% interest in JB Believe shall be converted into 100 shares of Dolphin Films Common Stock.

6. **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 JB Believe to the Surviving Corporation.

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

8. **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.

9. **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.

10. **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.

11. **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 shareholders, Boards of Directors and/or Members, 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

ATTEST: DOLPHIN JB BELIEVE FINANCING, LLC
a Florida limited liability company

Dolphin Entertainment, Inc.

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