

P93000057169

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

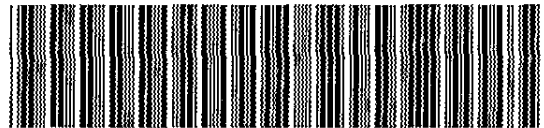
(Document Number)

Certified Copies _____

Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



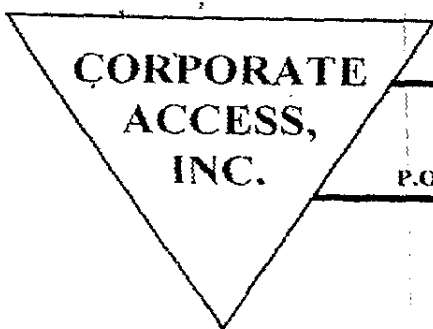
000025293780

12/23/03--01024--008 **70.00

FILED
03 DEC 23 PM 1:22 RECEIVED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
DIVISION OF CORPORATION

C. Ocullette DEC 23 2003

70.



236 East 6th Avenue Tallahassee, Florida 32303

P.O. Box 37066 (32315-7066) ~ (850) 222-2666 or (800) 969-1666 Fax (850) 222-1666

WALK IN

PICK UP 12-23-03 Kelly

☐ CERTIFIED COPY

☐ CUS

☒ PHOTO COPY

☒ FILING merger

1.) Rogue Marble Productions, Inc into Rogue
(CORPORATE NAME & DOCUMENT #)
Marble Productions of Florida, Inc.

2.) _____
(CORPORATE NAME & DOCUMENT #)

3.) _____
(CORPORATE NAME & DOCUMENT #)

4.) _____
(CORPORATE NAME & DOCUMENT #)

5.) _____
(CORPORATE NAME & DOCUMENT #)

SPECIAL INSTRUCTIONS

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Rogue Marble Productions, Inc.	Nevada	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Rogue Marble Productions of Florida, Inc.	Florida	

FILED
03 DEC 23 PM 1:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on December 23, 2003.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on December 23, 2003.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Typed or Printed Name of Individual & Title

Sylvester Stallone, President

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is dated as of December 23, 2003, by and between Rogue Marble Productions, Inc., a Nevada corporation ("Rogue-Nevada") and Rogue Marble Productions of Florida, Inc., a Florida corporation ("Rogue-Florida").

WHEREAS:

1. The Board of Directors of Rogue-Nevada and Rogue-Florida have resolved that Rogue-Florida and Rogue-Nevada be merged pursuant to the Nevada Revised Statutes and the Florida Business Corporation Act into a single corporation existing under the laws of the State of Nevada, to wit, Rogue-Nevada, which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation") in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code, as amended;
2. The authorized capital stock of Rogue-Nevada consists of 75,000 shares of Common Stock without par value (hereinafter called "Rogue-Nevada Common Stock"), of which 1,000 shares are issued and outstanding;
3. The authorized capital stock of Rogue-Florida consists of 7,500 shares of Common Stock with par value of \$1.00 each (hereinafter called "Rogue-Florida Common Stock"), of which 100 shares are issued and outstanding;
4. The respective Boards of Directors of Rogue-Nevada and Rogue-Florida have approved the merger upon the terms and conditions hereafter set forth and have approved this Agreement:

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions and covenants herein contained, the parties hereto hereby agree in accordance with the Nevada Revised Statutes and the Florida Business Corporation Act that Rogue-Florida shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single corporation existing under the laws of the State of Nevada, to wit, Rogue-Nevada, which shall be the Surviving Corporation, and the parties hereto adopt and agree to the following agreements, terms and conditions relating to the Merger and the mode of carrying the same into effect.

1. Shareholders' Approval; Filings; Effects of Merger.

1.1 Action by Sole Shareholder of Rogue-Nevada. The Sole Shareholder of Rogue-Nevada shall adopt this Agreement in accordance with the Nevada Revised Statutes.

1.2 Action by Sole Shareholder of Rogue-Florida. The Sole Shareholder of Rogue-Florida, shall adopt this Agreement in accordance with the Florida Business Corporation Act.

1.3 Filing of Certificate of Merger; Effective Date. If: (a) this Agreement is adopted by the Sole Shareholder of Rogue-Nevada in accordance with the Nevada Revised Statutes; (b) this Agreement has been adopted by the Sole Shareholder of Rogue-Florida, in accordance with the Florida Business Corporation Act; and (c) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then Articles of Merger shall be filed in accordance with the Nevada Revised Statutes and the Florida Business Corporation Act. The merger shall become effective in accordance with the laws of Nevada, which date and time are herein referred to as the "Effective Date."

1.4 Certain Effects of Merger. On the Effective Date, the separate existence of Rogue-Florida shall cease, and Rogue-Florida shall be merged into Rogue-Nevada which, as the Surviving Corporation, shall possess all the rights, privileges, powers and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of Rogue-Florida; and all and singular, the rights, privileges, powers and franchises of Rogue-Florida, and all property, real personal, and mixed, and all debts due on whatever account, as well for stock subscriptions and all other things in action or belonging to Rogue-Florida, shall be vested in the Surviving Corporation; and all property rights, privileges, powers, and franchises and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of Rogue-Florida, and the title to any real estate vested by deed or otherwise, under the laws of Florida or Nevada, or any other jurisdiction, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of Rogue-Florida shall be preserved unimpaired, and all debts, liabilities, and duties of Rogue-Florida shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers of Rogue-Florida or the corresponding officers of the Surviving Corporation, may, in the name of Rogue-Florida, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken, all such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all of Rogue-Florida's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

2. Name of Surviving Corporation; Certificate of Incorporation; Bylaws.

2.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the effective date shall be *Rogue Marble Productions, Inc.*

2.2 Articles of Incorporation. The Articles of Incorporation of Rogue-Nevada as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Articles of Incorporation of the Surviving Corporation until changed or amended as provided by law.

2.3 Bylaws. The Bylaws of Rogue-Nevada, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the Bylaws of the Surviving Corporation until amended as provided therein.

3. Status and Conversion of Securities.

The manner and basis of converting the shares of the capital stock of Rogue-Florida and the name and amount of securities of Rogue-Nevada which the holders of shares of Rogue-Florida's Common Stock are to receive in exchange for such shares are as follows:

3.1 The outstanding shares of Rogue-Florida shall be canceled and no shares of Surviving Corporation shall be issued in exchange therefor .

3.2 The outstanding shares of Surviving Corporation shall remain outstanding and are not affected by the merger.

4. Miscellaneous.

4.1 This Agreement and Plan of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement and Plan of Merger by the Sole Shareholder of Rogue-Florida if the Sole Director of Rogue-Florida or the Sole Director of the Surviving Corporation duly adopt a resolution abandoning this Agreement and Plan of Merger.

4.2 For the convenience of the parties hereto and to facilitate the filing of this Agreement and Plan of Merger, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, this Agreement has been executed by Rogue Marble Productions of Florida, Inc., a Florida corporation and Rogue Marble Productions, Inc., a Nevada corporation, on the date first above written.

ROGUE MARBLE PRODUCTIONS, INC.,
a Nevada corporation
21650 Oxnard Street, Suite 1925
Woodland Hills, CA 91367-7888

By: _____

Sylvester Stallone, President
and Secretary

ROGUE MARBLE PRODUCTIONS
OF FLORIDA, INC., a Florida corporation
21650 Oxnard Street, Suite 1925
Woodland Hills, CA 91367

By: _____

Sylvester Stallone, President
and Secretary