

DEC 17 2012

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AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER, dated as of December 17, 2012 (this "Agreement of Merger"), is made and entered into by and among Lucasfilm Ltd., a California corporation (the "Company"), GDEE Inc., a California corporation and a direct wholly owned subsidiary of the Company ("NewCo"), and GDEE Merger Sub Inc., a California corporation and a direct wholly owned subsidiary of NewCo ("NewCo Merger Sub"). The Company and NewCo Merger Sub are hereinafter sometimes collectively referred to as the "Constituent Corporations."

RECITALS

A. The Walt Disney Company, a Delaware corporation ("Parent"), Valor Acquisition Sub, Inc., a California corporation and a direct wholly owned subsidiary of Parent, Valor Merger Sub, LLC, a single member Delaware limited liability company and a direct wholly owned subsidiary of Parent, the Company, NewCo and George W. Lucas, Jr., as Shareholder Representative, have entered into an Agreement and Plan of Merger, dated as of October 30, 2012 (the "Merger Agreement"), providing for, among other things, the execution and filing of this Agreement of Merger and the merger of NewCo Merger Sub with and into the Company on the terms and subject to the conditions set forth in the Merger Agreement and this Agreement of Merger (the "Merger").

B. As of the date hereof and prior to the Effective Time (as hereinafter defined), the authorized capital stock of the Company consists of 10,000 shares of common stock, no par value ("Company Common Stock"), of which 6,313 shares are issued and outstanding.

C. As of the date hereof and prior to the Effective Time, the authorized capital stock of NewCo consists of 10,000 shares of common stock, no par value ("NewCo Common Stock"), of which 1,000 shares are issued and outstanding.

D. As of the date hereof and prior to the Effective Time, the authorized capital stock of NewCo Merger Sub consists of 10,000 shares of common stock, no par value ("NewCo Merger Sub Common Stock"), of which 1,000 shares are issued and outstanding.

E. The respective Boards of Directors of each of the Company, NewCo and NewCo Merger Sub have determined that the Merger is in the best interests of each of such corporations and their respective shareholders.

F. The respective Boards of Directors of each of the Company, NewCo and NewCo Merger Sub have approved this Agreement of Merger and the transactions contemplated hereby, including the Merger

G. The principal terms of the Merger have been approved by the outstanding shares of each of NewCo and NewCo Merger Sub.

H. Pursuant to Section 1201(b) of the California Corporations Code, no approval of the outstanding shares of the Company or the Surviving Corporation (as defined below) is required in connection with the Merger because the sole shareholder of the Company immediately before the Merger will own all of the equity securities of NewCo immediately after

the Merger and (i) no amendment will be made to the Surviving Corporation's Articles of Incorporation that would otherwise require approval by the outstanding shares of the Surviving Corporation; (ii) the sole shareholder of the Company will receive shares of NewCo in the Merger having the same rights, preferences, privileges and restrictions as those shares being surrendered; (iii) the Company is not a statutory close corporation; (iv) the sole shareholder of the Company is not receiving interests of a surviving other business entity in the Merger; and (v) the sole shareholder of the Company will not become personally liable for any obligations of a party to the Merger.

I. It is intended that immediately following the Merger, the Surviving Corporation will convert into a California limited liability company (the "Conversion").

J. For U.S. federal income tax purposes, it is intended that the Merger and the Conversion shall together qualify as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended (the "Code"), and that this Agreement of Merger shall be, and hereby is adopted as, a "plan of reorganization" for purposes of Section 368 of the Code.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual agreements contained in this Agreement of Merger, the Constituent Corporations hereby agree that NewCo Merger Sub shall be merged with and into the Company in accordance with the provisions of the laws of the State of California, upon the terms and subject to the conditions set forth as follows:

ARTICLE 1

THE MERGER

1.1 EFFECTIVENESS. The Merger shall become effective at such date and time (the "Effective Time") as this Agreement of Merger, together with an officers' certificate of each Constituent Corporation, is duly filed with and accepted by the Secretary of State of the State of California in accordance with Section 1103 of the California Corporations Code (the "California Code").

1.2 MERGER. At the Effective Time, (i) NewCo Merger Sub shall be merged with and into the Company, (ii) the separate existence of NewCo Merger Sub shall cease, (iii) the Company shall continue as the surviving corporation in the Merger (the "Surviving Corporation") and (iv) the separate corporate existence of the Company with all its property, rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. At the Effective Time, the effect of the Merger shall be as provided in this Agreement of Merger, the Merger Agreement and the applicable provisions of the California Code. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all of the property, rights, privileges, immunities, powers and franchises of the Company and NewCo Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and NewCo Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation

1.3 FURTHER ACTION. If at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement of Merger or to vest the Surviving Corporation with the full right, title and possession to all property, rights, privileges, immunities, powers and franchises of NewCo Merger Sub, the officers and directors of the Surviving Corporation are fully authorized in the name of either or both of the Constituent Corporations or otherwise to take all such action.

ARTICLE 2

CORPORATE GOVERNANCE MATTERS

2.1 DIRECTORS. The directors of NewCo Merger Sub immediately prior to the Effective Time shall be the directors of the Surviving Corporation immediately after the Effective Time, until their respective successors are duly elected or appointed and qualified, or until the earlier of their death, resignation or removal.

2.2 OFFICERS. The officers of the Company immediately prior to the Effective Time shall be the officers of the Surviving Corporation immediately after the Effective Time, until their respective successors are duly elected or appointed and qualified, or until the earlier of their death, resignation or removal.

ARTICLE 3

EFFECT ON CAPITAL STOCK OF THE COMPANY

3.1 At the Effective Time, by virtue of the Merger and without any action on the part of any holder thereof, each share of Company Common Stock issued and outstanding immediately prior to the Effective Time shall automatically be converted into and shall thereafter represent the right to receive one validly issued, fully paid and nonassessable share of NewCo Common Stock (the "Company Merger Consideration"). From and after the Effective Time, all shares of Company Common Stock converted into the right to receive the Company Merger Consideration shall cease to be outstanding and shall be canceled and retired and shall cease to exist, and each holder of a certificate that immediately prior to the Effective Time represented such shares of Company Common Stock ("Company Certificate") shall thereafter cease to have any rights with respect to such shares of Company Common Stock, except the right to receive the Company Merger Consideration to be issued in consideration therefor and any dividends or other distributions to which holders of shares of Company Common Stock become entitled upon the surrender of such Company Certificate.

ARTICLE 4

EFFECT ON CAPITAL STOCK OF NEWCO

4.1 At the Effective Time, by virtue of the Merger and without any action on the part of any holder thereof, each share of NewCo Common Stock issued and outstanding immediately prior to the Effective Time shall automatically be canceled and retired without consideration and shall cease to exist and the Company shall thereafter cease to have any rights with respect to such shares of NewCo Common Stock.

ARTICLE 5.

EFFECT ON CAPITAL STOCK OF NEWCO MERGER SUB

5.1 At the Effective Time, by virtue of the Merger and without any action on the part of any holder thereof, each share of NewCo Merger Sub Common Stock outstanding immediately prior to the Merger shall automatically be converted into and shall thereafter represent the right to receive one validly issued, fully paid and nonassessable share of common stock, no par value per share, of the Surviving Corporation (the "NewCo Merger Sub Merger Consideration"). From and after the Effective Time, all shares of NewCo Merger Sub Common Stock converted into the right to receive the NewCo Merger Sub Merger Consideration shall cease to be outstanding and shall be canceled and retired and shall cease to exist, and each holder of a certificate that immediately prior to the Effective Time represented such shares of NewCo Merger Sub Common Stock ("NewCo Merger Sub Certificate") shall thereafter cease to have any rights with respect to such shares of NewCo Merger Sub Common Stock, except the right to receive the NewCo Merger Sub Merger Consideration to be issued in consideration therefor and any dividends or other distributions to which holders of shares of NewCo Merger Sub Common Stock become entitled upon the surrender of such NewCo Merger Sub Certificate

ARTICLE 6

MISCELLANEOUS

6.1 Prior to the Effective Time, notwithstanding the approval of this Agreement of Merger by the holders of a majority of the outstanding shares of NewCo Common Stock and NewCo Merger Sub Common Stock, this Agreement of Merger shall terminate forthwith in the event that the Merger Agreement shall be terminated as therein provided.

6.2 Prior to the Effective Time, this Agreement of Merger may be amended by the parties hereto at any time; provided, that there shall be made no amendment that by applicable law requires further approval by the shareholders of NewCo or NewCo Merger Sub unless such amendment is approved by the holders of a majority of the outstanding shares of NewCo Common Stock or NewCo Merger Sub Common Stock, as applicable. Upon and after the Effective Time, no amendment shall be made to this Agreement of Merger. This Agreement of Merger may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

6.3 This Agreement of Merger may be signed in one or more counterparts, each of which may be delivered by facsimile or other digital imaging device (e.g., PDF) and which shall be deemed an original and all of which shall constitute one instrument.

6.4 This Agreement of Merger will be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and to be performed wholly within the State of California without regard to principles of conflicts of laws.

[Signature Page Follows]

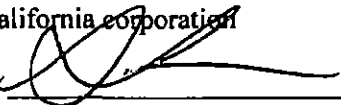
IN WITNESS WHEREOF, the parties have duly executed this Agreement of Merger as of the date first written above.

Lucasfilm Ltd.
a California corporation

By: 
Name: Steve Condiotti
Title: Vice President


By: _____
Name: David J. Anderman
Title: Secretary

GDEE Inc.
a California corporation

By: 
Name: Steve Condiotti
Title: Vice President

By: _____
Name: David J. Anderman
Title: Secretary

GDEE Merger Sub Inc.
a California corporation


By: 
Name: Steve Condiotti
Title: Vice President

By: _____
Name: David J. Anderman
Title: Secretary

IN WITNESS WHEREOF, the parties have duly executed this Agreement of Merger as of the date first written above.

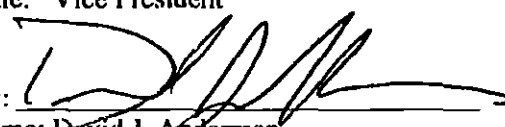
Lucasfilm Ltd.
a California corporation

By: _____
Name: Steve Condiotti
Title: Vice President

By: 
Name: David J. Anderman
Title: Secretary

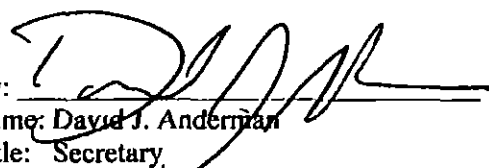
GDEE Inc.
a California corporation

By: _____
Name: Steve Condiotti
Title: Vice President

By: 
Name: David J. Anderman
Title: Secretary

GDEE Merger Sub Inc.
a California corporation

By: _____
Name: Steve Condiotti
Title: Vice President

By: 
Name: David J. Anderman
Title: Secretary

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER
OF
LUCASFILM LTD.
a California corporation**

Steve Condiotti and David J. Anderman hereby certify that:

1. They are the Vice President and the Secretary, respectively, of Lucasfilm Ltd., a California corporation (the "Corporation").

2. The Agreement of Merger to which this Certificate is attached (the "Agreement of Merger") was entitled to be and was duly approved by the Board of Directors of the Corporation pursuant to Section 1201 of the California Corporations Code (the "Code"). No separate approval of the outstanding shares of the Corporation is required pursuant to Section 1201(b) of the Code.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

Date: December 17, 2012



Steve Condiotti, Vice President

David J. Anderman, Secretary

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER
OF
LUCASFILM LTD.
a California corporation**

Steve Condiotti and David J. Anderman hereby certify that:

1. They are the Vice President and the Secretary, respectively, of Lucasfilm Ltd., a California corporation (the "Corporation")
2. The Agreement of Merger to which this Certificate is attached (the "Agreement of Merger") was entitled to be and was duly approved by the Board of Directors of the Corporation pursuant to Section 1201 of the California Corporations Code (the "Code"). No separate approval of the outstanding shares of the Corporation is required pursuant to Section 1201(b) of the Code.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

Date: December 17, 2012

Steve Condiotti, Vice President



David J. Anderman, Secretary

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER
OF
GDEE MERGER SUB INC.,
a California corporation**

Steve Condiotti and David J. Anderman hereby certify that.

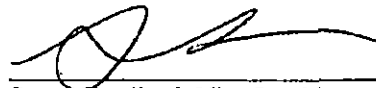
1. They are the Vice President and the Secretary, respectively, of GDEE Merger Sub Inc., a California corporation (the "Corporation").

2. The principal terms of the Agreement of Merger to which this Certificate is attached (the "Agreement of Merger") were duly approved by the affirmative vote of 100% of the outstanding shares of the Corporation.

3. The Corporation has only one class of shares entitled to vote with respect to the Agreement of Merger, designated Common Stock, of which 1,000 shares are outstanding. The percentage vote required for the approval of the Agreement of Merger was more than 50% of all the shares entitled to vote. The number of shares voting in favor of the Agreement of Merger exceeded the vote required.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

Date: December 17, 2012



Steve Condiotti, Vice President

David J. Anderman, Secretary

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER
OF
GDEE MERGER SUB INC.,
a California corporation**

Steve Condiotti and David J. Anderman hereby certify that:

1. They are the Vice President and the Secretary, respectively, of GDEE Merger Sub Inc., a California corporation (the "Corporation").
2. The principal terms of the Agreement of Merger to which this Certificate is attached (the "Agreement of Merger") were duly approved by the affirmative vote of 100% of the outstanding shares of the Corporation.
3. The Corporation has only one class of shares entitled to vote with respect to the Agreement of Merger, designated Common Stock, of which 1,000 shares are outstanding. The percentage vote required for the approval of the Agreement of Merger was more than 50% of all the shares entitled to vote. The number of shares voting in favor of the Agreement of Merger exceeded the vote required

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

Date: December 17, 2012

Steve Condiotti, Vice President



David J. Anderman, Secretary