

FILED
 Secretary of State
 State of California

DEC 21 2012

EXECUTION COPY

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AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER, dated as of December 21, 2012 (this "Agreement of Merger"), is made and entered into by and among The Walt Disney Company, a Delaware corporation ("Parent"), Valor Acquisition Sub, Inc., a California corporation and a direct wholly owned subsidiary of Parent ("Merger Sub"), and GDEE Inc., a California corporation (the "Company"). Merger Sub and the Company are sometimes hereinafter referred to as the "Constituent Corporations."

RECITALS

A. Parent, Merger Sub, Valor Merger Sub, LLC, a single member Delaware limited liability company and a direct wholly owned subsidiary of Parent, Lucasfilm Ltd., a California corporation, the Company 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 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. The respective Boards of Directors of each of the Constituent Corporations deem it in the best interests of each of such corporations and their respective shareholders that Merger Sub be merged with and into the Company.

C. The respective Boards of Directors and the sole shareholder of each of the Constituent Corporations have approved this Agreement of Merger.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual agreements contained in this Agreement of Merger, the Constituent Corporations hereby agree that 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) Merger Sub shall be merged with and into the Company, (ii) the separate existence of 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 Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and 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 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 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 Merger Sub 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 CONVERSION OF COMPANY COMMON STOCK. Subject to Section 3.2 hereof, at the Effective Time, by virtue of the Merger and without any action on the part of any holder thereof, each share of common stock, no par value per share, of the Company (the "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 5,855 validly issued, fully paid and nonassessable shares (the "Stock Consideration") of common stock, par value \$0.01 per share, of Parent (the "Parent Common Stock") and an amount in cash equal to \$348,360.52, without interest (together with the Stock Consideration, the "Merger Consideration"), in each case, subject to adjustment as contemplated by the Merger Agreement. From and after the Effective Time, all shares of Company Common Stock converted into the right to receive the 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 ("Certificate") shall thereafter cease to have any rights with respect to such shares of Company Common Stock, except the right to receive the Merger Consideration to be issued in consideration therefor, shares of Parent Common Stock payable in lieu of fractional shares in accordance with Section 3.2 hereof and any dividends or

other distributions to which holders of shares of Company Common Stock become entitled upon the surrender of such Certificate.

3.2 FRACTIONAL SHARES OF PARENT COMMON STOCK. No fractional shares of Parent Common Stock shall be issued in the Merger, but in lieu thereof each holder of shares of Company Common Stock otherwise entitled to a fractional share of Parent Common Stock will be entitled to one (1) whole share of Parent Common Stock for each such fractional share.

ARTICLE 4

EFFECT ON CAPITAL STOCK OF MERGER SUB

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 common stock, par value \$.01 per share, of Merger Sub outstanding immediately prior to the Merger shall be converted into and shall become one validly issued, fully paid and nonassessable share of common stock, no par value per share, of the Surviving Corporation.

ARTICLE 5

MISCELLANEOUS

5.1 Prior to the Effective Time, notwithstanding the approval of this Agreement of Merger by the holders of a majority of the outstanding shares of each of the Constituent Corporations, this Agreement of Merger shall terminate forthwith in the event that the Merger Agreement shall be terminated as therein provided.

5.2 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 either or both of the Constituent Corporations unless such amendment is approved by the holders of a majority of the outstanding shares of such Constituent Corporation(s). 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.


5.3 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.

5.4 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.

The Walt Disney Company
a Delaware corporation

By: 
Name: Alan Braverman
Title: Senior Executive Vice President

By: _____
Name: Marsha Reed
Title: Assistant Secretary

Valor Acquisition Sub, Inc.
a California corporation


By: _____
Name: James Kapenstein
Title: Senior Vice President

By: _____
Name: Marsha Reed
Title: Secretary

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The Walt Disney Company
a Delaware corporation

By: _____
Name: Alan Braverman
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Name: Marsha Reed
Title: Assistant Secretary

Valor Acquisition Sub, Inc.
a California corporation

By: _____
Name: James Kapenstein
Title: Senior Vice President

By:  _____
Name: Marsha Reed
Title: Secretary

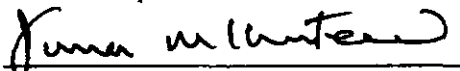
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The Walt Disney Company
a Delaware corporation

By: _____
Name: Alan Braverman
Title: Senior Executive Vice President

By: _____
Name: Marsha Reed
Title: Assistant Secretary

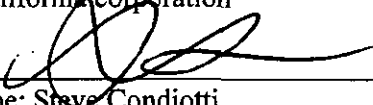
Valor Acquisition Sub, Inc.
a California corporation

By: 
Name: James Kapenstein
Title: Senior Vice President

By: _____
Name: Marsha Reed
Title: Secretary

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

GDEE Inc.
a California corporation

By: 
Name: Steve Condiotti
Title: Vice President

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

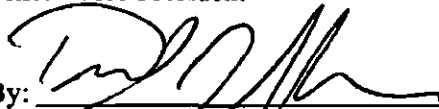
IN WITNESS WHEREOF, the parties have duly executed this Agreement of Merger as of the date first written above.

GDEE 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
GDEE 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 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 21, 2012



Steve Condiotti, Vice President

David J. Anderman, Secretary

CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER
OF
GDEE 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 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 21, 2012

Steve Condiotti, Vice President



David J. Anderman, Secretary

CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER
OF
VALOR ACQUISITION SUB, INC.,
a California corporation

James Kapenstein and Marsha Reed hereby certify that:

1. They are the Senior Vice President and the Secretary, respectively, of Valor Acquisition 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.

4. No vote of the stockholders of The Walt Disney Company, a Delaware corporation and sole shareholder of the Corporation, was required in connection with the Agreement of Merger.

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 21, 2012


James Kapenstein, Senior Vice President


Marsha Reed, Secretary