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FILED
Secretary of State
State of California

DEC 21 2012

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AGREEMENT OF MERGER

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

RECITALS

A. On October 30, 2012, Parent, NewCo, the Company, Valor Acquisition Sub, Inc., a California corporation and a direct wholly owned subsidiary of Parent ("Merger Sub"), Lucasfilm Ltd., a California corporation, and George W. Lucas, Jr., as Shareholder Representative, entered into an Agreement and Plan of Merger (the "Merger Agreement").

B. Pursuant to the terms and conditions of the Merger Agreement, and in accordance with the applicable provisions of the California Corporations Code (the "California Code"), Merger Sub merged with and into NewCo (the "First Merger"), with NewCo continuing as the surviving corporation in the First Merger.

C. The parties intend, immediately after the First Merger, to merge NewCo with and into the Company on the terms and subject to the conditions set forth in this Agreement (the "Upstream Merger") pursuant to Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA") and Section 1113 of the California Code, with the Company surviving as the surviving entity in the Upstream Merger.

D. The Board of Directors of NewCo and Parent, in its capacity as the sole member of the Company, have determined that the Upstream Merger is advisable and in the best interests of such entities and their respective shareholders and members.

E. The Board of Directors of NewCo and Parent, in its capacity as the sole shareholder of NewCo and the sole member of the Company, have approved this Agreement and the transactions contemplated hereby, including the Upstream Merger.

F. The parties intend that the First Merger and the Upstream Merger, considered together as a single integrated transaction for United States federal income tax purposes, shall qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and that each of Parent and NewCo will be a party to the reorganization within the meaning of Section 368(a) of the Code.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual agreements contained in this Agreement, the Constituent Entities hereby agree that NewCo shall be merged with and into

the Company in accordance with the provisions of the laws of the State of Delaware and the laws of the State of California, upon the terms and subject to the conditions set forth as follows:

ARTICLE 1

THE UPSTREAM MERGER

1.1 EFFECTIVENESS. The Upstream Merger will be effective (the “Effective Time”) as prescribed by law.

1.2 UPSTREAM MERGER. At the Effective Time, (i) NewCo shall be merged with and into the Company, (ii) the separate existence of NewCo shall cease, (iii) the Company shall continue as the surviving entity in the Upstream Merger (the “Surviving Entity”) and (iv) the separate existence of the Company with all its property, rights, privileges, immunities, powers and franchises shall continue unaffected by the Upstream Merger. At the Effective Time, the effect of the Upstream Merger shall be as provided in this Agreement and the applicable provisions of the DLLCA and 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 shall vest in the Surviving Entity, and all debts, liabilities and duties of the Company and NewCo shall become the debts, liabilities and duties of the Surviving Entity.

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 or to vest the Surviving Entity with the full right, title and possession to all property, rights, privileges, immunities, powers and franchises of NewCo, the officers and the sole member of the Surviving Entity are fully authorized in the name of either or both of the Constituent Entities or otherwise to take all such action.

ARTICLE 2

ORGANIZATIONAL DOCUMENTS; OFFICERS

2.1 CERTIFICATE OF FORMATION. The certificate of formation of the Company immediately prior to the Effective Time shall be the certificate of formation of the Surviving Entity until thereafter further amended as provided therein or under the DLLCA.

2.2 LIMITED LIABILITY COMPANY AGREEMENT. The limited liability company agreement of the Company immediately prior to the Effective Time shall be the limited liability company agreement of the Surviving Entity until thereafter further amended as provided therein or under the DLLCA.

2.3 OFFICERS. The officers of the Company immediately prior to the Effective Time shall be the officers of the Surviving Entity 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 NEWCO

3.1 At the Effective Time, by virtue of the Upstream Merger and without any action on the part of any holder thereof, each share of common stock, no par value per share, of NewCo (the “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 Parent shall thereafter cease to have any rights with respect to such shares of NewCo Common Stock.

ARTICLE 4

EFFECT ON MEMBERSHIP INTERESTS OF THE COMPANY

4.1 At the Effective Time, by virtue of the Upstream Merger and without any action on the part of any holder thereof, the membership interests of the Company outstanding immediately prior to the Effective Time shall automatically be converted into and shall become the membership interests of the Surviving Entity.

ARTICLE 5

MISCELLANEOUS

5.1 Prior to the Effective Time, this Agreement 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 Parent, in its capacity as the sole shareholder of NewCo and the sole member of the Company, unless such amendment is approved by Parent. Upon and after the Effective Time, no amendment shall be made to this Agreement. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

5.2 This Agreement 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.

5.3 This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule thereof.

5.4 The parties hereby adopt this Agreement and the Merger Agreement as well as any other agreements entered into pursuant to the foregoing agreements as a plan of reorganization within the meaning of sections 1.368-2(g) and 1.368-3(a) of the Treasury regulations promulgated by the United States Department of Treasury.

[Signature Page Follows]

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

GDEE Inc.
a California corporation

By: James M. Kapenstein
Name: James M. Kapenstein
Title: Senior Vice President

By: _____
Name: Marsha L. Reed
Title: Secretary

Valor Merger Sub, LLC
a Delaware limited liability company

By: The Walt Disney Company,
its sole member


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

By: _____
Name: Marsha Reed
Title: Assistant Secretary

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a California corporation

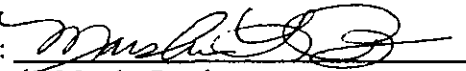
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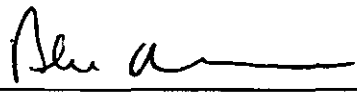
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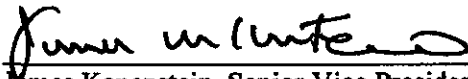
**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER
OF
GDEE INC.,
a California corporation**

James M. Kapenstein and Marsha Reed hereby certify that:

1. They are the Senior 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 100% of all the shares entitled to vote. The number of shares voting in favor of the Agreement of Merger equaled 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


James Kapenstein, Senior Vice President


Marsha Reed, Secretary



**State of California
Secretary of State**

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Certificate of Merger

(California Corporations Code sections 1113(g), 6019.1, 8019.1, 9640, 12540.1, 15911.14, 16915(b) and 17552)

IMPORTANT — Read all instructions before completing this form.

This Space For Filing Use Only

1. NAME OF SURVIVING ENTITY Valor Merger Sub, LLC	2. TYPE OF ENTITY Limited Liability Company	3. CA SECRETARY OF STATE FILE NUMBER N/A	4. JURISDICTION Delaware
5. NAME OF DISAPPEARING ENTITY GDEE Inc.	6. TYPE OF ENTITY Corporation	7. CA SECRETARY OF STATE FILE NUMBER 3513973	8. JURISDICTION California

9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NECESSARY.

SURVIVING ENTITY		DISAPPEARING ENTITY	
CLASS AND NUMBER	AND PERCENTAGE VOTE REQUIRED	CLASS AND NUMBER	AND PERCENTAGE VOTE REQUIRED
limited liability company owned by one member	More than 50%	1,000 shares of common stock	100%

10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT.

No vote of the shareholders of the parent party was required. The required vote of the shareholders of the parent party was obtained.

11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES, IF NECESSARY.

12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY.

PRINCIPAL ADDRESS OF SURVIVING ENTITY CITY AND STATE ZIP CODE

13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY.

14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER.
Delaware LLC Act Section 18-209 and California Corporation Code Section 1113

15. FUTURE EFFECTIVE DATE, IF ANY
____/____/____ (Month) (Day) (Year)

16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.

17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

	12/21/2012	Alan Braverman, Senior Executive Vice President of The Walt Disney Company, its sole member
SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY	DATE	TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON
	12/21/2012	Marsha Reed, Assistant Secretary of The Walt Disney Company, its sole member
SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY	DATE	TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON
	12/21/2012	James M. Kapenstein, Senior Vice President
SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY	DATE	TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON
	12/21/2012	Marsha Reed, Secretary
SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY	DATE	TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing: _____