3274364 (SURV)

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Secretary of State
State of California
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AGREEMENT OF MERGER
MERGING
JORDAN MERGER SUB, INC.
a California corporation
WITH AND INTO
JUKIN MEDIA, INC.
a California corporation

August 11, 2021

This Agreement of Merger (this "***Agreement***") is entered into by and between Jukin Media, Inc., a California corporation with entity number C3274364 (the "***Surviving Corporation***" or "***Company***"), and Jordan Merger Sub, Inc., a California corporation with entity number C4766831 (the "***Merging Corporation***").

FIRST: The Merging Corporation shall be merged with and into Surviving Corporation (the "***Merger***").

SECOND: At the effective time of the Merger, each share of capital stock of the Merging Corporation that is issued and outstanding immediately prior to the effective time of the Merger shall be converted into and become one (1) share of common stock of the Surviving Corporation (and the shares of the Surviving Corporation into which the shares of the Merging Corporation capital stock are so converted shall be the only shares of the Surviving Corporation's capital stock that are issued and outstanding immediately after the effective time of the Merger).

THIRD: Each share of the capital stock of the Surviving Corporation (other than shares in respect of which appraisal or dissenters' rights shall have been perfected, and not waived, withdrawn or lost, in accordance with the California Corporations Code in connection with the Merger, and shares that are owned by the Surviving Corporation as treasury stock or any of its direct or indirect wholly-owned subsidiaries or, by the Merging Corporation, Parent or any of their direct or indirect wholly-owned subsidiaries) shall be cancelled and automatically converted into the right to receive the Aggregate Per Share Merger Consideration (as defined below).

FOURTH: Upon the consummation of the Merger, the articles of incorporation of the Surviving Corporation shall be amended and restated in its entirety to read as set forth in the Amended and Restated Articles of Incorporation attached as Exhibit A hereto, until the same may thereafter be further amended as provided by California Corporations Code.

FIFTH: The Merging Corporation shall from time to time, as and when requested by the Surviving Corporation, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out the Merger.

SIXTH: The effect of the Merger and the effective date of the Merger are as prescribed by law.

SEVENTH: For the purposes of this Agreement, the following capitalized terms shall have the following meanings:

"***Accounting Principles***" means the accounting policies and procedures used to calculate the estimated closing statement delivered by the Company to the Parent prior to the closing (the "***Closing***") of the transactions contemplated by the Merger Agreement and the other transaction agreements (the "***Transactions***") and the closing statement delivered by the Surviving Corporation to the Shareholders' Representative after the Closing as set forth on Schedule 1.01(c) to the Merger Agreement and presented on a consistent basis as the illustrative example in Schedule 1.01(c) to the Merger Agreement.

"***Aggregate Closing Merger Consideration***" means, without duplication, (a) the sum of (i) one hundred and fifteen million dollars ($115,000,000), plus (ii) the Aggregate Exercise Price, plus (iii) Estimated Closing Cash, plus (iv) Estimated Closing Working Capital, minus (b) the sum of (i) Estimated Closing Indebtedness, plus (ii) the Estimated Transaction Expenses, plus (iii) $898,000.

"***Aggregate Exercise Price***" means the aggregate exercise price of all Options and base price of all SARs which are vested as of immediately prior to the Effective Time (including any Options and SARs that become vested in accordance with Section 2.08 of the Merger Agreement) and which are outstanding and unexercised immediately prior to the Effective Time.

"***Aggregate Per Share Merger Consideration***" means, an amount in cash, without interest, equal to (a) the Closing Per Share Merger Consideration, plus (b) the Net Per Share Adjustment Amount, if any, plus (c) each Released Amount Per Share, if any, plus (d) the Remainder PPP Escrow Amount Per Share, if any.

"***Cash***" means all cash, checks, money orders, marketable securities and other cash equivalents, in each case to the extent convertible into cash within thirty (30) days, of the Company and its subsidiaries, including checks or drafts deposited but not yet reflected as available proceeds, in each case calculated in accordance with the Accounting Principles and expressed in United States dollars, and to the extent not held in United States dollars, converted to United States dollars using the exchange rate reported in The Wall Street Journal on the business day before the date on which Closing occurs (the "***Closing Date***"); provided that Cash shall be reduced by (a) issued but uncleared checks, wires, bank overdraft and drafts of the Company and its subsidiaries, and (b) any cash which is not freely usable by the Company and its subsidiaries because it is subject to restrictions or limitations on use or distribution by law, contract or otherwise, including restrictions on dividends and repatriations or any other form of restriction such as all cash posted to support letters of credit, cash deposits, performance bonds or other similar obligations (collectively, "***Restricted Cash***"). Notwithstanding anything to the contrary herein, "Cash" shall exclude and "Restricted Cash" shall include: (i) any cash, checks, money orders, marketable securities and other cash equivalents held by the Company or its subsidiaries in bank accounts in India (including amounts held by Jukin Media (India) Private Ltd.) in excess of $214,500 and (ii) any cash, checks, money orders, marketable securities and other cash equivalents held by the Company or its subsidiaries in bank accounts held in the United Kingdom (including amounts held by Jukin Media, Ltd.) in excess of $132,000.

"***Clip Owner Liability***" means the accrual by the Company or its subsidiaries for clip liabilities as of the Cut-off Time, as finally determined in accordance with Section 2.16 of the Merger Agreement, to the extent such liability is not reflected in Closing Working Capital.

"***Closing Per Share Merger Consideration***" means an amount equal to (a) (i) the Aggregate Closing Merger Consideration, minus (ii) the Purchase Price Adjustment Holdback Amount, minus (iii) to the extent the PPP Loan is not fully forgiven pursuant to the forgiveness application filed by the Company prior to the Cut-off Time, the PPP Loan Holdback Amount, (iv) minus the Shareholders' Representative Expense Amount, divided by (b) the Fully Diluted Share Amount.

"***Convertible Note Amount***" means the aggregate principal amount under the outstanding Convertible Notes (other than any Convertible Notes converted into shares of common stock of the Company ("***Common Stock***") prior to the Closing), plus all accrued and unpaid interest thereon, in each case as of immediately prior to the Closing ("***Cut-off Time***").

"***Convertible Note Purchase Agreements***" means, collectively, the Convertible Promissory Note Purchase Agreements, dated on or about (a) September 24, 2014, (b) June 19, 2015, (c) June 29, 2015, (d) August 3, 2015, (e) August 25, 2015, (f) June 24, 2016, and (g) January 21, 2021, in each case, as may be amended.

"***Convertible Notes***" means the outstanding Convertible Promissory Notes, as may be amended, issued by the Company pursuant to the Convertible Note Purchase Agreements, and as particularly set forth on Schedule 1.01(b) of the Merger Agreement.

"***Effective Time***" means the time of filing the Agreement of Merger with the Secretary of State in accordance with the California Corporations Code or at such later time as the parties may agree in writing and as is provided in the Agreement of Merger in accordance with the California Corporations Code.

"***Estimated Closing Cash***" the Company's good faith estimate of the Cash held by the Company and its subsidiaries as of the Cut-off Time set forth in the estimated closing statement provided by the Company to the Parent prior to the Closing.

"***Estimated Closing Indebtedness***" the Company's good faith estimate of the Indebtedness of the Company and its subsidiaries as of the Cut-off Time (the "***Closing Indebtedness***") set forth in the estimated closing statement provided by the Company to the Parent prior to the Closing.

"***Estimated Closing Working Capital***" the Company's good faith estimate of the Working Capital as of the Cut-off Time (the "***Closing Working Capital***") set forth in the estimated closing statement provided by the Company to the Parent prior to the Closing.

"***Estimated Transaction Expenses***" the Company's good faith estimate of the Transaction Expenses set forth in the written statement provided by the Company to the Parent prior to the Closing.

"***Fully Diluted Share Amount***" means the sum of (a) the aggregate number of shares of Common Stock issued and outstanding immediately prior to the Effective Time (other than the shares of Common Stock to be cancelled pursuant to Section 2.07(d) of the Merger Agreement, but for the avoidance of doubt including shares of Common Stock issued upon conversion of Convertible Notes), plus (b) the aggregate number of shares of Common Stock (x) issuable upon the exercise in full of all Options and (y) covered by all SARs, in each case, outstanding and unexercised immediately prior to the Effective Time.

"***Income Tax Accrual***" means any liabilities associated with accrued and unpaid tax measured by or imposed on net income or earnings ("***Income Tax***") of the Company and its subsidiaries first due after the date hereof for any taxable period (or portion thereof) ending on or before the Closing Date in jurisdictions where the Company and its subsidiaries filed an income tax return for the last tax year for which an income tax return was due in such jurisdiction (taking into account any applicable extensions) and each jurisdiction in which the Company and its subsidiaries commenced activities after the end of such tax year, calculated (i) as of the end of the Closing Date (and in accordance with the principles of Section 5.10(d) of the Merger Agreement), (ii) by taking into account any estimated taxes paid for the relevant tax period and all applicable deductions (including for the avoidance of doubt any Transaction Deductions) deductible by the Company or any of its subsidiaries for the applicable Income Tax purposes at a "more likely than not" (or higher) level of comfort in any such tax period (or portion thereof) under applicable law to the extent such deductions reduce the Company's or its subsidiaries' Income tax liability (but not below zero) for such tax period and (iii) excluding (a) any refund or credit described in Section 5.10(e) of the Merger Agreement and (b) the tax effects of any transactions effected by or at the direction of Parent on the Closing Date after the Closing that are neither required by the Merger Agreement nor required by law. For the avoidance of doubt, the Income Tax Accrual for any jurisdiction shall not be less than zero.

"***Indebtedness***" means, of any person at any date, without duplication, all: (a) obligations of such person (i) for indebtedness or borrowed money (whether or not contingent) or any indebtedness issued or incurred in substitution or exchange for any indebtedness or obligation for borrowed money, (ii) for the deferred purchase price (whether arising under any conditional sale or other retention agreement or otherwise) of property, businesses, goods or services, including any "earn-out," holdbacks and purchase price adjustments (calculated at the full amount of the possible payment outstanding) (other than trade liabilities incurred in the ordinary course of business and included in the calculation of Closing Working Capital), (iii) that are evidenced by any note, bond, debenture, mortgage or similar instrument or security, (iv) under any interest rate, currency swap or other hedging agreement, contract or arrangement (determined on the basis of actual, not notional, obligations); (v) for capital or finance leases (determined in accordance with GAAP); (vi) for reimbursement obligations under any letter of credit, performance or surety bond, banker's acceptance or similar credit transactions to the extent drawn; (vii) for any unpaid management, monitoring or similar fees to the extent not reflected in Closing Working Capital; (viii) for liabilities of such person in respect of any pension plans, retiree medical, dental and life insurance plans, non-qualified retirement plans and early retirement plans; (ix) for accrued and unpaid bonuses (including unpaid employee bonuses accrued as of the Closing Date for the period of time from January 1, 2021 through the Closing Date) in accordance with the Accounting Principles and employee severance obligations incurred prior to the Closing; (x) for unfunded pension plans; (xi) for unpaid dividends or distributions; (xii) equal to the Income Tax Accrual; (xiii) for the Convertible Note Amount; (xiv) for liabilities in respect of deferred rent or rent inducements; (xv) in respect of customer refunds; (xvi) the Clip Owner Liability; and (xvii) for any unpaid interest, penalties, costs (breakage or otherwise), premiums, overage charges, payments (including make-whole payments), indemnities and other fees (termination or otherwise) associated with respect to any of the foregoing in clauses (a)(i) through (a)(xvi) (including with the repayment of such indebtedness on the Closing Date to the extent such indebtedness is repaid on the Closing Date); (b) guarantees of any of the foregoing in clauses (a)(i) through (a)(xvii) for the benefit of another person, in each case of (a) and (b), calculated in accordance with the Accounting Principles; and (c) an amount equal to \$406,500; provided that Indebtedness will not include (w) any amount included as a current liability in Working Capital, (x) any Transaction Expenses, (y) any Indebtedness between or among the Company or any of its wholly-owned subsidiaries or (z) the PPP Loan.

"***Merger Agreement***" means the Agreement and Plan of Merger, dated as of August 6, 2021, by and among Trusted Media Brands, Inc., a Delaware corporation ("***Parent***"), the Merging Corporation, the Surviving Corporation, Shareholder Representative Services LLC, a Colorado limited liability company solely in its capacity as the representative of the Securityholders (the "***Shareholders' Representative***"), and Lee Essner, solely in his capacity as the representative of the Securityholders for the purposes set forth in Section 8.15(i) of the Merger Agreement.

"***Net Adjustment Amount***" means the aggregate amount paid to the Paying Agent as set forth below:

- If the Post-Closing Adjustment Amount is a positive number or zero, then, within 5 business days following the later of (x) the final determination of the Post-Closing Adjustment Amount and (y) the Stamp Date, (i) Parent and the Shareholders' Representative shall deliver a joint written direction instructing the Non-PPP Escrow Agent to release from the Non-PPP Escrow Account to the Paying Agent an aggregate amount equal to the Purchase Price Adjustment Holdback Amount and (ii) Parent shall pay the Paying Agent the lesser of (x) an amount that is equal to the Purchase Price Adjustment Holdback Amount and (y) the Post-Closing Adjustment Amount (if any), in each case by wire transfer of immediately available funds to the account or accounts designated in writing by the Paying Agent and for distribution by the Paying Agent in accordance with Section 2.16(j) of the Merger Agreement.

- If the Post-Closing Adjustment Amount is a negative number, then, within five (5) business days following the later of (x) the final determination of the Post-Closing Adjustment Amount and (y) the Stamp Date, Parent and the Shareholders' Representative shall deliver a joint written direction instructing the Non-PPP Escrow Agent to release from the Non-PPP Escrow Account (i) to Parent, the lesser of (A) the Purchase Price Adjustment Holdback Amount and (B) the absolute value of the Post-Closing Adjustment Amount, by wire transfer of immediately available funds to the account or accounts designated in writing by Parent, and (ii) to the Paying Agent, any remaining amount of the Purchase Price Adjustment Holdback Amount following the payment to Parent made pursuant to clause (i), by wire transfer of immediately available funds to the account or accounts designated in writing by the Paying Agent for further distribution by the Paying Agent in accordance with Section 2.16(j) of the Merger Agreement. Any amount owing to Parent under this Section 2.16(i) of the Merger Agreement shall be satisfied solely from the Non-PPP Escrow Account established with respect to the Purchase Price Adjustment Holdback Amount.

"***Net Per Share Adjustment Amount***" means an amount equal to (a) the Net Adjustment Amount, divided by (b) the Fully Diluted Share Amount.

"***Non-PPP Escrow Agreement***" means an escrow agreement to be entered into by and among Parent, the Shareholders' Representative and Citibank, N.A. (the "***Non-PPP Escrow Agent***") substantially in the form of Exhibit B to the Merger Agreement.

"***Option***" means each outstanding and unexercised option to purchase shares of Common Stock granted under the Jukin Media, Inc. 2013 Long-Term Incentive Plan, adopted as of November 5, 2013, as amended (the "***Equity Plan***").

"***Paying Agent Agreement***" means an paying agent agreement to be entered into by and among Parent, the Shareholders' Representative and PNC Bank, National Association (together with any successor paying agent, of if no successor is appointed, Parent, the "***Paying Agent***") substantially in the form of Exhibit G to the Merger Agreement.

"***Post-Closing Adjustment Amount***" means an amount (which may be a negative) equal to (a) the sum of (i) Closing Cash reflected on the final closing statement, <u>plus</u> (ii) Closing Working Capital (which may be a negative) reflected on the final closing statement, <u>minus</u> (iii) the absolute value of Closing Indebtedness reflected on the final closing statement, minus (iv) the absolute value of Transaction Expenses reflected on the final closing statement, <u>minus</u> (b) the sum of (i) Estimated Closing Cash, <u>plus</u> (ii) Estimated Closing Working Capital (which may be a negative), <u>minus</u> (iii) the absolute value of Estimated Closing Indebtedness, <u>minus</u> (iv) the absolute value of Estimated Transaction Expenses.

"***PPP Escrow Agreement***" means the Escrow Agreement substantially in the form attached hereto as Exhibit C to the Merger Agreement.

"***PPP Loan***" means SBA Loan No. 9089657106 in the initial aggregate principal amount of $2,201,385, dated April 23, 2020, between the Company and Silicon Valley Bank (the "***PPP Lender***") plus any related accrued and unpaid interest, fees, premiums or penalties.

"***PPP Loan Holdback Amount***" means (i) if the PPP Loan is not fully forgiven pursuant to the Forgiveness Application prior to the Cut-off Time, then an amount equal to the outstanding balance, plus any related accrued and unpaid interest for the one (1)-year period following Closing, fees, premiums or penalties, of the PPP Loan (together with any interest or other earnings thereon after the Closing and as reduced with respect to any disbursements thereof) or (ii) if the PPP Loan is fully forgiven pursuant to the Forgiveness Application prior to the Cut-off Time, zero (0).

"***Purchase Price Adjustment Holdback Amount***" means an aggregate amount equal to $6,000,000 to be held by the Non-PPP Escrow Agent solely to satisfy any amounts payable to Parent pursuant to Section 2.16 of the Merger Agreement, plus any interest or other amounts accrued thereon.

"***Released Amount***" all or any portion of the amount remaining in the Shareholders' Representative Expense Fund that, promptly following any determination by the Shareholders' Representative, will no longer be needed to pay any Shareholders' Representative Expenses.

"***Released Amount Per Share***" means, with respect to any Released Amount, an amount equal to (a) such Released Amount, divided by (b) the Fully Diluted Share Amount.

"***Remainder PPP Escrow Amount***" the remaining PPP Loan Holdback Amount after making payments (x) to the PPP Lender the amount, if any, that was determined to be not forgiven and remains owed to the PPP Lender, including the amount of any unforgiven accrued interest, premiums or penalties thereon, and (y) to or as directed by Parent the amount of any interest, fees, premiums penalties or other liabilities for which Parent, the Company or any of its subsidiaries remains liable after giving effect to the payments in the foregoing clause (x).

"***Remainder PPP Escrow Amount Per Share***" means, with respect to any Remainder PPP Escrow Amount, an amount equal to (a) such Remainder PPP Escrow Amount, divided by (b) the Fully Diluted Share Amount.

"***SAR***" means any stock appreciation right, whether vested or unvested, representing the right to receive a payment in cash or shares of Common Stock granted under the Equity Plan.

"***Securityholder***" means a holder of (a) Common Stock or (b) an Option or a SAR, in each case, immediately prior to the Effective Time.

"***Shareholders' Representative Expense Fund***" means the account established by the Shareholders Representative to hold $150,000 (the "***Shareholders' Representative Expense Amount***").

"***Shareholders' Representative Expenses***" means the reasonable, documented, and out-of-pocket losses, liabilities and expenses arising out of or in connection with the Merger Agreement and any related agreements, in each case as such Shareholders' Representative Expense is suffered or incurred, subject to the limitations in the Merger Agreement.

"***Stamp Date***" means the date on which the certified copy of this Agreement from the Secretary of State is received.

"***Transaction Deductions***" means any income tax deduction of the Company or its subsidiaries resulting from (a) the aggregate amount payable to holders of Options and SARs under the Merger Agreement, (b) the repayment of Closing Indebtedness (including the Convertible Note Amount) (including any previously capitalized expenses attributable thereto and any premiums or other fees associated with such prepayment), (c) the Transaction Expenses, or (d) other deductible costs and expenses incurred by the Company or any of its subsidiaries in connection with the Transactions, including all amounts that would have been Transaction Expenses had such amounts been unpaid as of the Cut-off Time.

"***Transaction Expenses***" means, to the extent unpaid as of the Cut-off Time, without duplication, (a) all fees and expenses incurred, owed or otherwise payable by or on behalf of the Company, any Securityholder, the Shareholders' Representative or any of the respective affiliates of the foregoing, in each case in connection with or relating to the preparation, negotiation and execution of the Merger Agreement or any transaction agreement, the performance and consummation of the transactions contemplated hereby or thereby, and the process by which the Company, any Securityholder or any of their respective affiliates solicited, discussed and negotiated strategic alternatives, including the fees and expenses of accountants, investment bankers, financial advisors, lawyers and other consultants or service or professional advisors (including Paul Hastings and Houlihan Lokey, Inc.), (b) any change of control payments, bonuses, severance, termination or retention obligations or similar amounts paid or payable by the Company or any subsidiary thereof as a result of, or in connection with, the transactions contemplated hereby (but excluding any such arrangements instituted by Parent (or the Company or any subsidiary following the Closing), (c) to the extent not covered by the foregoing clause (b), the following payments or benefits required to be made by Parent (or the Company or any subsidiary following the Closing) to or on behalf of Matthew Wells: (A) cash severance equal to twelve (12) months of Mr. Wells' then-current annual base salary, (B) a bonus payment equal to the product of (1) a fraction, the numerator of which is the number of calendar days in 2021 before and including the date of Mr. Well's termination, and the denominator of which is 365, and (2) $75,000; provided, however, that the amount payable under this clause (c)(B) shall be reduced by the amount of the prorated 2021 annual bonus paid to Mr. Wells in connection with the Closing, (C) the cost of twelve (12) months of continued healthcare coverage pursuant to the provisions of COBRA, and (D) if applicable, any "gross-up" payment required to be made to Mr. Wells with respect to taxes imposed on Mr. Wells under Code Section 4999 with respect to any "parachute payments" (as defined in Section 280G(b)(2) of the Code), (d) all unpaid fees and payments payable to any equity holder or any of its affiliates pursuant to any management, advisory, monitoring or transaction fee agreements or similar agreements, (e) the employer portion of any payroll, social security or other employment taxes payable by or on behalf of the Company or its subsidiaries (A) in connection with the payments described in the foregoing clauses (b), (c) or (d) or (B) in connection with the vesting, settlement, redemption or other receipt of proceeds of or in respect of any Option or SAR pursuant to the Merger Agreement, (f) expenses and fees payable by the Company in accordance with Section 5.05(a) of the Merger Agreement, (g) that portion of any Transfer Taxes payable by the Securityholders in accordance with Section 5.10(a) of the Merger Agreement, (h) fifty percent (50%) of the premium payments for the directors' and officers' insurance policy contemplated by

Section 5.08 of the Merger Agreement, (i) fees payable pursuant to the PPP Escrow Agreement, and (j) fifty percent (50%) of the fees payable pursuant to each of the Non-PPP Escrow Agreement and the Paying Agent Agreement.

"***Transfer Taxes***" means any transfer, documentary, sales, use, real property, stamp, registration and other similar taxes, fees and costs (including any associated penalties and interest) incurred in connection with the Transactions.

"***Working Capital***" means (a) the consolidated current assets (excluding Cash, Restricted Cash and Income Tax assets) of the Company and its subsidiaries, minus (b) the consolidated current liabilities of the Company and its subsidiaries (excluding Income Tax liabilities and any amount included in Closing Indebtedness or Transaction Expenses), in each case as adjusted and determined in accordance with the Accounting Principles.

[*Signature page follows*]

A0856637

IN WITNESS WHEREOF, the duly authorized, undersigned officers have executed this Agreement of Merger on behalf of their respective corporations.

Date: August 11, 2021

Jonathan Skogmo, Chief Executive Officer of Jukin Media, Inc., the Surviving Corporation

Date: August ___, 2021

Joseph Moschella, Secretary of Jukin Media, Inc., the Surviving Corporation

Date: August ___, 2021

Dean Durbin, Vice President of Jordan Merger Sub, Inc., the Merging Corporation

Date: August ___, 2021

Mark Sirota, Secretary of Jordan Merger Sub, Inc., the Merging Corporation

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Joseph Moschella, Secretary of Jukin Media, Inc., the Surviving Corporation

Date: August ___, 2021

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Dean Durbin, Vice President of Jordan Merger Sub, Inc., the Merging Corporation

Date: August 11, 2021

Mark Sirota
____
Mark Sirota, Secretary of Jordan Merger Sub, Inc., the Merging Corporation

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EXHIBIT A

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF JUKIN MEDIA, INC.

ARTICLE I : NAME

The name of the corporation is Jukin Media, Inc. (the "***Corporation***").

ARTICLE II : PURPOSE

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III : AUTHORIZED STOCK

The total number of shares of stock that the Corporation has authority to issue is 100 shares, all of which shall be common stock, $0.01 par value per share.

ARTICLE IV : AMENDMENT OF BYLAWS

Except as provided in Section 212 of the California Corporations Code, the board of directors of the Corporation shall have the power to adopt, amend or repeal bylaws of the Corporation.

ARTICLE V : DIRECTOR LIABILITY

To the fullest extent permitted by law, no director of the Corporation shall be personally liable for monetary damages for breach of fiduciary duty as a director. Without limiting the effect of the preceding sentence, if the California Corporations Code is hereafter amended to authorize the further elimination or limitation of the liability of a director, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the California Corporations Code, as so amended.

Neither any amendment nor repeal of this Article V, nor the adoption of any provision of these Articles of Incorporation inconsistent with this Article V, shall eliminate, reduce or otherwise adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such amendment, repeal or adoption of such an inconsistent provision.

ARTICLE VI : INDEMNIFICATION

To the fullest extent permitted by law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) agents (as defined in Section 317 of the

California Corporations Code) through bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors, or otherwise, in excess of the indemnification and advancement otherwise permitted by such applicable law, subject to the limits on such excess indemnification set forth in Section 204 of the California Corporations Code. The Corporation is further authorized to provide insurance for agents as set forth in Section 317 of the California Corporations Code. Any repeal or modification of this provision shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

ARTICLE VII : AMENDMENT OF ARTICLES OF INCORPORATION

Subject to such limitations as may be from time to time imposed by other provisions of these Articles of Incorporation, by the bylaws of the Corporation, by the California Corporations Code or other applicable law, or by any contract or agreement to which the Corporation is or may become a party, the Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, in the manner now or hereafter prescribed by statute and these Articles of Incorporation, and all rights conferred upon stockholders herein are granted subject to this express reservation.

A0856637

OFFICERS' CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER

August 11, 2021

The undersigned certify that:

1. They are the Chief Executive Officer and Secretary, respectively, of Jukin Media, Inc., a California corporation with entity number C3274364 (the "Corporation").

2. The principal terms of the Agreement of Merger (the "Agreement of Merger") were duly approved by the board of directors and the shareholders of the Corporation by a vote that equaled or exceeded the vote required. The Agreement of Merger provides for the statutory merger (the "Merger") of the Corporation and Jordan Merger Sub, Inc., a California corporation, with the Corporation to be the surviving entity of the Merger.

3. The shareholder approval was by the holders of a majority of the outstanding shares of the Corporation entitled to vote.

4. As of the date hereof, the Corporation has one (1) class of shares outstanding and entitled to vote on the Merger, the Corporation's Common Stock. The total number of shares of Common Stock outstanding is 13,938,112. The amount of votes required for approval of the Agreement of Merger is an affirmative vote of a majority of the outstanding shares of the Corporation entitled to vote.

5. No additional approval of the Agreement of Merger is required.

[*Signature page follows*]

A0856637

Each of the undersigned further declares under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct to his or her own knowledge.

Date: August 11, 2021

Jonathan Skogmo, Chief Executive Officer of Jukin Media, Inc.

Date: August ___, 2021

Joseph Moschella, Secretary of Jukin Media, Inc.

Each of the undersigned further declares under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct to his or her own knowledge.

Date: August ___, 2021	______________________ Jonathan Skogmo, Chief Executive Officer of Jukin Media, Inc.
Date: August 11, 2021	______________________ Joseph Moschella, Secretary of Jukin Media, Inc.

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AGREEMENT OF MERGER

August 11, 2021

The undersigned certify that:

1. They are the Vice President and Secretary, respectively, of Jordan Merger Sub, Inc., a California corporation with entity number C4766831 (the "Corporation").

2. The principal terms of the Agreement of Merger (the "Agreement of Merger") were duly approved by the board of directors and the shareholders of the Corporation by a vote that equaled or exceeded the vote required. The Agreement of Merger provides for the statutory merger (the "Merger") of the Corporation and Jukin Media, Inc., a California corporation ("Jukin"), with Jukin to be the surviving entity of the Merger.

3. The shareholder approval was by the holders of 100% of the outstanding shares of the Corporation.

4. There is only one (1) class of shares and the number of shares outstanding entitled to vote on the Merger is One Hundred (100).

[*Signature page follows*]

Each of the undersigned further declares under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct to his or her own knowledge.

Date: August 11, 2021

Dean Durbin, Vice President of Jordan Merger Sub, Inc.

Date: August ___, 2021

Mark Sirota, Secretary of Jordan Merger Sub, Inc.

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Each of the undersigned further declares under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct to his or her own knowledge.

Date: August ___, 2021

Dean Durbin, Vice President of Jordan Merger Sub, Inc.

Date: August 11, 2021

Mark Sirota

Mark Sirota, Secretary of Jordan Merger Sub, Inc.