

## AGREEMENT AND PLAN OF MERGER

17<sup>th</sup> This AGREEMENT AND PLAN OF MERGER (this "Agreement"), is entered into this day of December, 2018 (the "Effective Date") by and among STRATEGIC MEDIA 21, INC., an Idaho corporation ("Surviving Corporation"), and STRATEGIC MEDIA 21, INC., a California corporation ("Disappearing Corporation"). Each of Surviving Corporation and Disappearing Corporation may be referred to herein as a "Party" and collectively as the "Parties."

### RECITALS

A. Disappearing Corporation owns 100% of all the issued and outstanding stock of Surviving Corporation.

B. Pursuant to California Corporations Code Section 1110 and Idaho Code Sections 30-22-201 and 30-29-1104, Disappearing Corporation desires to merge with and into Surviving Corporation, and Surviving Corporation desires to merge with and subsume Disappearing Corporation, subject to the terms and conditions of this Agreement.

### AGREEMENT

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Merger.** Effective December 31, 2018 at 11:59 p.m. Mountain Time (the "Effective Time"), Disappearing Corporation shall merge with and into Surviving Corporation, and Surviving Corporation shall merge with and subsume Disappearing Corporation, pursuant to the terms and conditions of this Agreement (the "Merger").

(a) Effect of the Merger. Pursuant to Idaho Code Section 30-22-206 and California Corporations Code Section 1107, at the Effective Time, the separate existence of Disappearing Corporation shall cease and Surviving Corporation, as the surviving corporation of the Merger, shall: (i) continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Time; (ii) be subject to all actions previously taken by its and Disappearing Corporation's boards of directors; (iii) succeed, without other transfer, all of the assets, rights, powers and property of Disappearing Corporation; and (iv) be responsible for the performance of all of Disappearing Corporation's debts, liabilities and obligations as constituted immediately prior to the Effective Time.

(b) Filing with the Idaho Secretary of State. The Parties acknowledge and agree that this Agreement, as opposed to a separate statement of merger, shall be filed with the Idaho Secretary of State in accordance with Idaho Code Section 30-22-205(e).

(c) Filings with the California Secretary of State. No later than the six-month anniversary of the Effective Time, the Parties acknowledge and agree to file a Certificate of

Ownership in compliance with California Corporations Code Section 1110(e), and include as an exhibit thereto, a copy of this Agreement.

**2. Assumption of Disappearing Corporation's Liabilities.** Without limitation of Section 1(a) hereof, effective as of the Effective Time, Surviving Corporation hereby assumes, accepts, and agrees to perform in all respects, all of the debts, obligations, and other liabilities of Disappearing Corporation, whatsoever, as if Surviving Corporation had itself incurred them.

**3. Conversion of Disappearing Corporation Stock.** Subject to the terms and conditions of this Agreement, at the Effective Time, each share or partial share of the issued and outstanding common stock of Disappearing Corporation (which the Parties acknowledge and agree comprises the only class of stock of Disappearing Corporation), shall be automatically converted, on a pro rata basis, into common stock of the Surviving Corporation, upon each Disappearing Corporation shareholder's surrender of the certificate representing such common stock, in the manner provided below, and all shares of stock owned by Disappearing Corporation in Surviving Corporation shall automatically terminate.

(a) Exchange Procedures. Promptly (and in any event within ten (10) business days) after the Effective Time, the holder of the outstanding certificates representing shares of Disappearing Corporation common stock (each a "Certificate" and collectively, "Certificates") shall surrender the same for cancellation to the Secretary of the Surviving Corporation at 291 E Shore Dr. #210, Eagle, ID 83616. Upon surrender of the Certificates (as applicable, or affidavit of loss in lieu of such Certificates as provided in Section 3(b)) such holder shall be entitled to receive, and the Surviving Corporation shall issue, in exchange therefore, a certificate of Surviving Corporation common stock bearing the same number of common shares represented on all Certificates surrendered by such holder.

(b) Lost, Stolen, or Destroyed Certificates. In the event any Certificate shall have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming such Certificate to be lost, stolen or destroyed, and at the option of Surviving Corporation, the providing of an indemnification agreement against any claim that may be made against any of the Parties with respect to such Certificate, the person claiming the Certificate was lost, stolen, or destroyed shall be deemed to have surrendered such lost, stolen, or destroyed Certificate as provided in Section 3(a).

**4. Amendment to Surviving Corporation Articles, Bylaws, Etc.** Notwithstanding anything herein to the contrary, the consummation of the transactions contemplated by this Agreement shall not amend any of the Surviving Corporation's Articles of Incorporation, Bylaws, or other constituent documents, except for Surviving Corporation's stock ledgers to account for the cancellation and issuance of Surviving Corporation stock pursuant to Section 3.

*[signature page follows]*

B00027-7674 12/20/2018 4:36 PM Received by ID Secretary of State Lawrence Denney

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

**SURVIVING CORPORATION:**

STRATEGIC MEDIA 21, INC., an Idaho Corporation

By: Mark Weimer  
Mark Weimer, President

By: Mark Weimer  
Mark Weimer, Secretary

**DISAPPEARING CORPORATION:**

STRATEGIC MEDIA 21, INC., a California Corporation

By: Mark Weimer  
Mark Weimer, President

By: Mark Weimer  
Mark Weimer, Secretary