

Merger Agreement

THIS MERGER AGREEMENT ("Agreement") is made on by and between Global News Corporations Boston, Massachusetts 02111, (the "Global News"), and HaappyCo Corporations of New York City, New York 10001, (the "HaappyCo").

On completion of the merger, Global News will be dissolved leaving HaappyCo as the surviving business which will be known as HaappyCo Corporations after the merger is complete. The surviving business will be registered in the state of New York.

RECITALS

Global News Dissolving Entity

Global News is a News Media duly organized, validly existing, and in good standing under the laws of Massachusetts.

HaappyCo Surviving Entity

HaappyCo is a Multicorporation duly organized, validly existing, and in good standing under the laws of New York.

HaappyCo Corporations Final Entity

HaappyCo Corporations is to be the surviving business entity, as that term is defined in the state statute, to the merger described in this agreement.

MERGER

Surviving Business Entity

Subject to the terms and conditions of this Agreement, on the Effective Date mentioned above, Global News shall be merged with and into surviving entity under the laws of the state of New York. As a result of the Merger, the separate corporate existence of Global News shall cease and the entity shall continue as the surviving business entity HaappyCo Corporations

Certificate of Merger

HaappyCo shall file a certificate of merger with the Secretary of State, as required by the laws of the state of New York. The certificate shall be signed and acknowledged by the required number of partners or members of all constituent entities. Certified copies of the certificate of merger shall be filed in the office of the recorder in all counties in which Global News holds real property.

Effective Date of Merger

The merger shall be effective on the date of filing of the certificate of merger.

TERMS AND CONDITIONS

Negative Covenants

Between the date of this Agreement and the date on which the merger becomes effective, each constituent entity will not:

- Except in the ordinary course of business and for adequate value, dispose of any of its assets.
- Enter into any contract or agreement obligating it for a period in excess of [F8Specify period] except in the ordinary course of business.

Further Assignments or Assurances

If at any time HaappyCo considers or is advised that any further assignments or assurances in law are necessary to vest or to perfect or to confirm of record in HaappyCo the title to any property or rights of disappearing entity, or otherwise carry out the provisions of this Agreement, the entities agree that the managers of Global News, as of the effective date of the merger, will execute and deliver all proper deeds, assignments, confirmations, and assurances in law, and do all acts that the surviving entity reasonably determines to be proper to vest, perfect, and confirm title to such property or rights in HaappyCo, and otherwise carry out the provisions of this Agreement.

VALUATION OF ASSETS

Assets of Global News

The partners or managers of Global News agree that:

The present value of its tangible and intangible assets, including goodwill is \$20,000,000.00;

The fair market value of its unrealized receivables is \$563,584.00;

The fair market value of its inventory is \$48,006,541.00; and

The estimated amount of its liabilities is \$0.00.

Assets of HaappyCo

The partners or managers of HaappyCo agree that:

The present value of its tangible and intangible assets, including goodwill, is \$5,000,000.00;

The fair market value of its unrealized receivables is \$2,000,000.00;

The fair market value of its inventory is \$34,222,000.00; and

The estimated amount of its liabilities is \$6,000,000.00.

Conversion

(a) At the effective date of the merger, each interest in Global News will be converted into 53 interest[s] of HaappyCo Corporations.

(b) No fractional interests of HaappyCo Corporations after merger will be issued to the holders of interests of Global News. However, holders who would otherwise be entitled to receive a fraction of an interest of HaappyCo Corporations on the basis of the conversion provided for in this article will instead receive a cash payment equal to the value of that fraction, based on the market value of an interest of Global News as of the effective date of the merger.

(c) Each interest of HaappyCo will be converted into 53 interest[s] of the new surviving entity (HaappyCo Corporations) after merger.

(d) No fractional interests of HaappyCo before merger will be issued to the holders of interests of the surviving entity after merger. However, holders who would otherwise be entitled to receive a fraction of an interest of HaappyCo on the basis of the conversion provided for in this article will instead receive a cash payment equal to the value of that fraction, based on the market value of an interest of HaappyCo as of the effective date of the merger.

Exchange

If any interest of Global News being exchanged in connection with this merger is evidenced by a certificate, each holder of that interest must surrender the certificate or certificates, properly endorsed, to the surviving entity or its transfer agent, and will receive in exchange a certificate or certificates representing the number of interests of the surviving entity into which the interests of Global News have been converted.

MANAGEMENT OF SURVIVING ENTITY**Management and Control**

The partners or managers of surviving entity have the sole and exclusive control of the business, subject to any limitations in the articles and operating agreement of the surviving entity.

Directors and Officers

The initial Board of Directors of the Surviving Entity will consist of 8 Directors. Disappearing entity shall be entitled to nominate 5 members of the Board of Directors of the surviving entity.

INTERPRETATION AND ENFORCEMENT**Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement may be delivered in person, delivered by certified mail, return receipt requested, or delivered by facsimile transmission. Deliveries by certified mail or by facsimile transmission will be sent to the address of the respective party as first indicated above or as may be updated in the future in writing by either party.

Counterpart Executions

This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

Partial Invalidity

If any term of this agreement is held by a court of competent jurisdiction to be void and unenforceable, the remainder of the contract terms shall remain in full force and effect

Applicable Law

The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of New York.

Approvals

The office bearers and members of each constituent entity to this Merger Agreement have approved by the voting percentages required by the articles, operating agreement, and law the terms and conditions of this Agreement.

This Merger Agreement shall be signed by Katie Walker, CEO, on behalf of Global News Corporations and by Samantha Collie, CEO on behalf of HaappyCo Corporations.

Global News Corporations:

Katie Walker
By Katie Walker, CEO

HaappyCo Corporations:

Samantha Collie
By Samantha Collie, CEO