

**PLAN OF CONVERSION
OF
EVERY MEDIA LLC
(a Delaware limited liability company)
INTO
EVERY MEDIA INC.
(a Delaware corporation)**

This PLAN OF CONVERSION (this “**Plan**”), effective as of June 15, 2020 is entered into by and between Every Media LLC, a Delaware limited liability company (“**EM-LLC**”), and Every Media Inc., a Delaware corporation (“**EM-Corp**”), in order to set forth the terms, conditions and procedures governing the conversion of EM-LLC into a Delaware corporation pursuant to Section 18-216 of the Delaware Limited Liability Company Act (as amended, the “**LLC Act**”) and Section 265 of the Delaware General Corporation Law (as amended, the “**DGCL**”).

BACKGROUND

1. EM-LLC is a limited liability company formed and existing under the laws of the State of Delaware.
2. The internal affairs of EM-LLC and the conduct of its business are governed by that certain Operating Agreement of Every Media LLC, dated as of May 26, 2020, as amended (the “**LLC Agreement**”).
3. The Members of EM-LLC (the “**LLC Members**”) and the Board of Managers of EM-LLC (the “**LLC Board**”) have determined that it is in the best interests of EM-LLC and the LLC Members for EM-LLC to convert into a Delaware corporation pursuant to Section 18-216 of the LLC Act and Section 265 of the DGCL upon the terms and conditions and in accordance with the procedures set forth herein, and the LLC Board and LLC Members have authorized and approved the Conversion (as defined below) and the execution, delivery and filing of any and all instruments, certificates and documents necessary or desirable in connection therewith.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained and intending to be legally bound, do hereby adopt the Plan and further agree as follows:

1. Conversion; Effect of Conversion.

(A) Upon and subject to the terms and conditions of this Plan and pursuant to the relevant provisions of the LLC Act and the DGCL, including, without limitation, Section 18-216 of the LLC Act and Section 265 of the DGCL, respectively, EM-LLC shall convert (referred to herein as the “**Conversion**”) into a Delaware corporation named “Every Media Inc.” at the Effective Time (as defined below), and the separate existence of EM-LLC shall cease, all with the effect provided in the LLC Act and the DGCL. EM-Corp shall thereafter be subject to all of the provisions of the DGCL, except that notwithstanding Section 106 of the DGCL, the existence

of EM-Corp shall be deemed to have commenced on the date that EM-LLC commenced (or is deemed to have commenced) its existence.

(B) The Conversion shall not be deemed to affect any obligations or liabilities of EM-LLC incurred prior to the Effective Time or the personal liability of any person incurred prior thereto. EM-LLC shall not be required to wind up its affairs or pay its liabilities and distribute its assets, and the Conversion shall not be deemed to constitute a dissolution of EM-LLC and shall constitute a continuation of the existence of EM-LLC in the form of a Delaware corporation. Upon the Effective Time, all of the rights, privileges and powers of EM-LLC, and all property and all debts due to EM-LLC, as well as all other things and causes of action belonging to EM-LLC, shall be vested in EM-Corp, as the surviving entity, and shall thereafter be the property of EM-Corp as they were of EM-LLC prior to the Conversion, and all rights of creditors and all liens upon any property of EM-LLC, shall be preserved unimpaired, and all debts, liabilities and duties of EM-LLC prior to the Conversion shall thereafter attach to EM-Corp and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. No such assets or liabilities shall revert or be in any way impaired by reason of the Conversion.

2. Certificate of Conversion; Certificate of Incorporation; Effective Time. The Conversion shall be effected by the filing with the Secretary of State of the State of Delaware of (a) a duly executed Certificate of Conversion, substantially in the form of Exhibit A attached hereto (the “**Certificate of Conversion**”), and (b) a duly executed Certificate of Incorporation of EM-Corp, substantially in the form of Exhibit B attached hereto (the “**Certificate of Incorporation**”). The Conversion shall be effective as of the filing of the Certificate of Conversion and Certificate of Incorporation with the Secretary of State of the State of Delaware (the “**Effective Time**”).

3. Governance and Other Matters Related to EM-Corp.

(a) Bylaws. At the Effective Time, the Bylaws of EM-Corp shall be as set forth at Exhibit C attached hereto (the “**Bylaws**”), and shall be adopted as such by the Board of Directors of EM-Corp.

(b) Directors and Officers. The directors and officers of EM-Corp immediately after the Effective Time shall be those individuals stated on Exhibit D attached hereto. EM-LLC and, after the Effective Time, EM-Corp and its Board of Directors shall take such actions to cause each of such individuals to be appointed as a director and/or officer, as the case may be, of EM-Corp.

4. Effect of the Conversion on the Equity Securities of EM-LLC. Subject to the terms and conditions of this Plan, at the Effective Time, automatically by virtue of the Conversion and without any further action on the part of EM-LLC, EM-Corp or any equity holder thereof, the Common Units of EM-LLC (the “**Units**”, and each, a “**Unit**”) and rights to acquire Units and other securities of EM-LLC shall be converted as follows:

(a) Conversion of Common Units and Options to Purchase Common Units. Each issued and outstanding Unit of EM-LLC shall automatically, without any further action on the part of the holder or the payment of any additional consideration, convert into one (1) validly

issued, fully paid and nonassessable share of EM-Corp Common Stock, par value \$0.00001 per share (the “**Common Stock**”). All such shares of Common Stock will be duly issued, fully paid and nonassessable. Following the Effective Time, all Units of EM-LLC shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each holder of Units immediately prior to the Effective Time shall cease to have any rights with respect thereto, except the right to receive Common Stock as provided herein.

(b) Exchange of Units for Stock Certificates. Promptly following the Effective Time, EM-Corp shall deliver to each such record holder of Units one or more certificates representing that number of Common Stock into which such holder’s Units were converted pursuant to the Conversion and the provisions of this Section 4. A certificate representing the proper number of shares of Common Stock into which the Units were converted pursuant to the Conversion and this Section 4 shall only be issued to the person in whose name such Units were registered immediately prior to the Conversion.

(c) No Further Ownership Rights in Units. All shares of Common Stock issued in exchange for Units pursuant to the Conversion in accordance with the terms of this Section 4 shall be deemed to have been issued in full satisfaction of all rights pertaining to the Units under the LLC Agreement. Immediately following the Effective Time, Units shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and the holder of any Units immediately prior to the Effective Time shall cease to have any rights with respect thereto. At the Effective Time, there shall be no further registration of transfers on the transfer books of EM-LLC of the Units that were outstanding immediately prior to the Effective Time.

5. Filings, Licenses, Permits, Titled Property, Etc. As applicable, following the Effective Time, EM-Corp shall apply for new federal and state tax identification numbers, qualifications to conduct business (including as a foreign corporation), licenses, permits and similar authorizations on its behalf and in its own name in connection with the Conversion and to reflect the fact that it is a corporation. As required or appropriate, following the Effective Time, all real, personal or intangible property of EM-LLC which was titled or registered in the name of EM-LLC (including, without limitation, patents and trademarks) shall be re-titled or re-registered, as applicable, in the name of EM-Corp by appropriate filings and/or notices to the appropriate parties (including, without limitation, any applicable governmental agencies). In addition, following the Effective Time, EM-LLC’s customer, vendor and investor communications (e.g., business cards, letterhead, websites, etc.) shall be revised to reflect the Conversion and EM-Corp’s corporate status.

6. Further Assurances. If, at any time after the Effective Time, EM-Corp shall determine or be advised that any deeds, bills of sale, assignments, agreements, documents or assurances or any other acts or things are necessary, desirable or proper, consistent with the terms of this Plan, (a) to vest, perfect or confirm, of record or otherwise, in EM-Corp its right, title or interest in, to or under any of the rights, privileges, immunities, powers, purposes, franchises, properties or assets of EM-LLC, or (b) to otherwise carry out the purposes of this Plan, EM-LLC and its proper managers, officers and members shall be deemed to have granted to EM-Corp and its proper officers and directors (or their designees) an irrevocable power of attorney, and such officers and directors (or their designees) are hereby authorized, to solicit in the name of EM-LLC any third-party consents or other documents required to be delivered by any third-party, to execute and

deliver, in the name and on behalf of EM-LLC all such deeds, bills of sale, assignments, agreements, documents and assurances and to do, in the name and on behalf of EM-LLC, all such other acts and things necessary, desirable or proper to vest, perfect or confirm its right, title or interest in, to or under any of the rights, privileges, immunities, powers, purposes, franchises, properties or assets of EM-LLC and otherwise to carry out the purposes of this Plan.

7. Implementation and Interpretation; Termination and Amendment. This Plan shall be implemented and interpreted, prior to the Effective Time, by the LLC Board and members of EM-LLC and, following the Effective Time, by the Board of Directors and stockholders of EM-Corp, (a) each of which shall have full power and authority to delegate and assign any matters covered hereunder to any other party or parties, including, without limitation, any officers of EM-LLC or EM-Corp, as the case may be, and (b) the interpretations and decisions of which shall be final, binding, and conclusive on all parties.

8. Third Party Beneficiaries. This Plan shall not confer any rights or remedies upon any person or entity other than as expressly provided herein.

9. Severability. Whenever possible, each provision of this Plan will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Plan is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Plan.

10. Governing Law. This Plan shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to the conflict of laws provisions thereof.

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[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned parties have caused this Plan to be executed by their duly authorized representative as of the date first stated above.

EVERY MEDIA LLC

By: _____
Name: W. Daniel Shipper
Title: Manager

EVERY MEDIA INC.


By: _____
Name: Nathan Bashaw
Title: President

Exhibit A

Certificate of Conversion

(See Attached)

Exhibit B

Certificate of Incorporation

(See Attached)

Exhibit C

Bylaws

(See Attached)

Exhibit D

**Directors and Officers of Every Media Inc.
Immediately Following the Effective Time**

Directors

W. Daniel Shipper
Nathan Bashaw

Officers

W. Daniel Shipper (Chief Executive Officer and Secretary)
Nathan Bashaw (President and Treasurer)