

P12000022225

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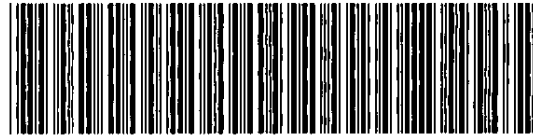
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C McNAIR

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

FILED
15 MAY 22 AM 8:34
STATE
TALLAHASSEE, FLORIDA

ACCOUNT NO. : I20000000195

REFERENCE : 638832 4309411

AUTHORIZATION :

COST LIMIT : \$ 70.00

ORDER DATE : May 21, 2015

ORDER TIME : 9:17 AM

ORDER NO. : 638832-005

CUSTOMER NO: 4309411

ARTICLES OF MERGER

GROM ACQUISITION CORP.

INTO

GROM SOCIAL, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Lydia Cohen

EXAMINER'S INITIALS: _____

**ARTICLES OF MERGER
OF
GROM ACQUISITION CORP.
a Florida corporation

WITH AND INTO
GROM SOCIAL, INC.
a Florida corporation**

FILED
15 MAY 22 AM 8:34
STATE
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation (the "Surviving Corporation"):

Name	Jurisdiction	Document Number
Grom Social, Inc.	Florida	P12000022225

Second: The name and jurisdiction of the merging corporation (the "Merging Corporation"):

Name	Jurisdiction	Document Number
Grom Acquisition Corp.	Florida	P15000029028

Third: The plan of merger is attached hereto as Exhibit A.

Fourth: The merger shall become effective on the date that the Articles of Merger are filed with the Florida Department of State.

Fifth: The Plan of Merger was adopted by the written consent of shareholders of the Surviving Corporation pursuant to section 607.0704, Florida Statutes on May 20, 2015.

Sixth: The Plan of Merger was adopted by the written consent of the sole shareholder of the Merging Corporation pursuant to section 607.0704, Florida Statutes on May 6, 2015.

[Signatures on the next page]

IN WITNESS WHEREOF, the parties have executed and delivered these Articles of Merger as of May 29 2015.

SURVIVING CORPORATION:

Grom Social, Inc.

By: 

Name: Darren Marks

Title: Chief Executive Officer

MERGING CORPORATION:

Grom Acquisition Corp.

By: 

Name: Darren Marks

Title: President

EXHIBIT A

MERGER AND EXCHANGE AGREEMENT

THIS MERGER AND EXCHANGE AGREEMENT (this "Agreement"), dated as of May 20, 2015, is entered into by and among Grom Holdings, Inc. a Delaware corporation ("GHI"), Grom Acquisition Corp., a Florida corporation ("Merger Sub") and Grom Social, Inc., a Florida corporation ("Grom").

RECITALS:

WHEREAS, GHI is the owner of all of the issued and outstanding capital stock of Merger Sub;

WHEREAS, the respective boards of directors of GHI, Merger Sub and Grom have deemed it advisable and in the best interests of their respective corporations and shareholders that GHI, Merger Sub and Grom engage in a business combination to advance their respective long-term strategic business interests; and

WHEREAS, in furtherance thereof, the boards of directors of each of GHI, Merger Sub and Grom have, among other items, approved this Agreement and the Merger of Merger Sub into Grom with Grom continuing as the surviving corporation;

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. When used in this Agreement, the following terms shall have the meanings set forth below (such meanings being equally applicable to both the singular and plural form of the terms defined):

(a) "Business Day" means any day other than Saturday, Sunday and any day on which banking institutions in the United States are authorized by law or other governmental action to close.

(b) "Closing" shall have the meaning set forth in Section 2.2.

(c) "Closing Date" shall have the meaning set forth in Section 2.2.

(d) "Code" means the Internal Revenue Code of 1986, as amended (or any corresponding provision of succeeding law).

(e) "Grom Common Stock" means Grom's common stock, par value \$0.001 per share.

(f) "FBCA" means the Florida Business Corporation Act.

(g) "GAAP" means generally accepted accounting principles, consistently applied, as in effect in the United States.

(h) "Governmental Authority" means any government or governmental or regulatory, legislative, judicial, executive authority thereof, or commission, department or

political subdivision thereof, or any agency, instrumentality or authority thereof, or self-regulatory organization.

(i) **"Law"** means any federal, state, county, or local laws, statutes, regulations, rules, codes, ordinances, Orders, decrees, judgments or injunctions enacted, adopted, issued or promulgated by any Governmental Authority, from time to time.

(j) **"Merger Sub"** means GHI Acquisition Corporation, a Florida corporation and the wholly-owned Subsidiary of GHI.

(k) **"Order"** means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award (in each such case whether preliminary or final).

(l) **"Party"** means GHI, Merger Sub or Grom individually.

(m) **"Parties"** means GHI, Merger Sub and Grom, collectively.

(n) **"Person"** means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Entity or other entity.

(o) **"GHI Board"** means the GHI board of directors.

(p) **"GHI Common Stock"** means the common stock of GHI, par value \$0.001, per share.

(q) **"SEC"** means the United States Securities and Exchange Commission.

(r) **"Securities Act"** means the Securities Act of 1933, as amended, or any similar federal statute, and the rules and regulations of the SEC thereunder, all as the same shall be in effect at the time.

(s) **"Subsidiary"** means, with respect to any Person, any corporation, limited liability company, partnership, association, or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof or (ii) if a limited liability company, partnership, association, or other business entity (other than a corporation), a majority of the partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof and for this purpose, a Person or Persons own a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity's gains or losses or shall be or control any managing director or general partner of such business entity (other than a corporation). The term "Subsidiary" shall include all Subsidiaries of such Subsidiary.

(t) **"Tax"** means any and all taxes, charges, fees, levies or other assessments, including, without limitation, local and/or foreign income, net worth, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, share capital, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, service, service

use, transfer, registration, recording, ad-valorem, value-added, alternative or add-on minimum, estimated, or other taxes, assessments or charges of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

(u) **"Tax Return"** means any return, report or similar statement required to be filed with respect to any Tax (including any attached schedules), including, without limitation, any information return, claim for refund, amended return or declaration of estimated Tax.

(v) **"Transaction Documents"** means this Agreement and all other agreements, documents, instruments or certificates delivered in connection with this Agreement.

(w) **"Transactions"** means the transactions contemplated by this Agreement and the other Transaction Documents.

(x) **"Treasury Regulations"** means regulations adopted by the Treasury Department of the United States governing application and enforcement of the Code. Any reference to a section or provision of the Treasury Regulations shall be deemed to refer also to such section or provision as amended or superseded.

1.2 **Recitals.** The above Recitals are hereby incorporated by reference into this Agreement as if fully stated herein.

ARTICLE II MERGER

2.1 **The Merger.** At the Effective Time, subject to and upon the terms and conditions of this Agreement and the applicable provisions of applicable Law, Merger Sub shall be merged with and into Grom (the **"Merger"**), the separate corporate existence of Merger Sub shall cease and Grom shall continue as the surviving corporation (the **"Surviving Corporation"**) and shall continue its corporate existence under the Laws of the State of Delaware.

2.2 **Closing; Effective Time.** The closing of the Transactions (the **"Closing"**) shall take place at the offices of Grom or such other location mutually agreed upon by the Parties (and with consent of the Parties, concurrently in such additional places as is appropriate given the nature of the Transactions), on the first Business Day following the date of this Agreement, subject to the satisfaction (or waiver) of all of the conditions to the Closing set forth in **Article VI** (or such later or earlier time and date as are mutually agreed to by GHI and Grom) (the **"Closing Date"**). At the Closing, a properly executed copy of the Articles of Merger (the **"Articles of Merger"**), shall be filed with the office of the Secretary of State of the State of Florida. The Merger shall become effective on the date and at the time that the Articles of Merger becomes effective (the **"Effective Time"**).

2.3 **Articles of Incorporation; Bylaws.**

(a) **Articles of Incorporation.** Grom's Articles of Incorporation, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation from and after the Effective Time until thereafter amended in accordance with the FBCA.

(b) **Bylaws.** The Bylaws of Grom, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation from and after the Effective Time until amended in accordance with the FBCA, the Articles of Incorporation and the Bylaws.

2.4 Directors and Officers.

(a) Surviving Corporation. The directors and officers of Grom immediately prior to the Effective Time shall be the officers and directors of the Surviving Corporation and each shall hold his respective office or offices from and after the Effective Time until his or her successor shall have been elected or appointed and qualified in accordance with applicable Law, or as otherwise provided in the Surviving Corporation Articles of Incorporation or the Surviving Corporation Bylaws.

(b) GHI. The officers and directors of Grom are the officers and directors of GHI.

2.5 Effect on Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the parties, or the holders of any of the following securities, the following shall occur:

(a) Grom Common Stock. Each share of Grom Common Stock issued and outstanding as of March 13, 2015, the record date for determining shareholders entitled to vote on the Merger (other than any Dissenting Shares) shall be converted into the right to receive one (1) share of GHI Common Stock (16,320,805 shares of GHI Common Stock in the aggregate).

(b) Grom Preferred Stock. Grom has no Preferred Stock issued and outstanding.

(c) Grom Options and Warrants. At the Effective Time all issued and outstanding options and warrants shall automatically be converted into options and warrants to purchase that number of shares of GHI Common Stock equal to the number of shares of Grom Common Stock that such holder would have received if such security were exercised prior to the Merger.

(d) Fractional Shares. Notwithstanding anything set forth in this Agreement, no fractional shares will be issued by GHI. The aggregate number of shares of GHI Common Stock issuable to a Grom Shareholder (after aggregating all fractional shares to be received by such Grom Shareholder) pursuant to this Agreement shall be rounded to the nearest whole number (with 0.5 being rounded up).

2.6 Dissenting Grom Shareholders. Shares of Grom Common Stock held by stockholders who perfect their rights of appraisal (the “Dissenters Rights”) in accordance with and as contemplated by the FBCA shall not be converted into GHI Common Stock. Instead, such stockholders (the “Dissenting Stockholders”) shall be entitled to receive such consideration as determined pursuant to the applicable provisions of the FBCA upon surrender of the certificate or certificates representing the shares (the “Dissenting Shares”) for which payment is being made (the “Dissenters’ Compensation”). Notwithstanding anything to the contrary provided herein or elsewhere in this Agreement or elsewhere, in the event that the number of Dissenting Shares is greater than ten percent (10%) of all of the issued and outstanding shares of Grom Common Stock immediately prior to the Effective Time, Grom may elect to terminate this Agreement.

2.7 Surrender and Exchange of Certificates. Upon surrender of a certificate or certificates representing shares of Grom Common Stock that were outstanding immediately prior to the Effective Time, together with powers or other instruments of transfer duly executed in blank, or delivery of an affidavit and indemnification in a generally acceptable form stating that a Grom Shareholder has lost the certificate or certificates representing such Grom Shareholder’s shares of Grom Common Stock or that such certificate has, or such certificates have, been destroyed (a “Lost Certificate Affidavit”), GHI shall issue to each Grom Shareholder surrendering such certificate or certificates (or delivering a Lost Certificate Affidavit), certificates registered in the name of such Grom Shareholder representing the

number of shares of GHI Common Stock that such Grom Shareholder shall be entitled to receive as set forth in Section 2.5. Until the certificate, certificates or Lost Certificate Affidavit is or are, as applicable, surrendered to GHI as contemplated by this Section 2.7, each certificate or Lost Certificate Affidavit that immediately prior to the Effective Time represented any outstanding shares of Grom Common Stock shall be deemed at and after the Effective Time to represent only the right to receive the shares of GHI Common Stock.

2.8 Tax Matters. The Parties intend that the Transactions qualify for non-recognition treatment under Section 351 of the Code. Each Party hereby represents, warrants, covenants and agrees (a) to use its respective reasonable best efforts to cause the Transactions to qualify for non-recognition treatment pursuant to Section 351 of the Code and not to take any actions that would reasonably be expected to cause the Transactions to not so qualify; (b) to report, act and file all Tax Returns in all respects for all purposes consistent with the Transactions herein qualifying under Section 351 of the Code; and (d) that such Party has not taken, and will not take, any inconsistent position on any Tax Return or other report or return filed with or provided to any Tax authority, or in any audit or administrative or judicial proceedings or otherwise, unless required to do so by a "determination" within the meaning of Section 1313 of the Code.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF COMPANY

Grom makes the representations and warranties set forth below to GHI and Merger Sub.

3.1 Organization. Grom is a corporation duly organized, validly existing and in good standing under the Laws of the State of Florida. Grom does not own or have any Subsidiary. Grom is duly qualified to transact business as a foreign corporation in all jurisdictions where the ownership or leasing of its properties or the conduct of its business requires such qualification, except where the failure to be so qualified would not have a material adverse effect on the financial condition, results of operations, assets, liabilities, prospects or business of Grom (a "Grom Material Adverse Effect"). Grom has the corporate authority to (i) own or lease and operate its properties and (ii) conduct its business as presently conducted. Grom has the corporate authority to execute, deliver and perform this Agreement and the transaction set forth herein.

3.2 Authorization; Enforceability. Subject to the approval by the Boards of Directors and shareholders of Grom, the execution, delivery and performance of this Agreement by Grom and the consummation by it of the Transactions will be as of the Effective Time, duly authorized by all requisite corporate action on the part of Grom. Assuming execution and performance by the other parties hereto, this Agreement constitutes the legal, valid and binding obligations of Grom, enforceable against it in accordance with its terms, except to the extent that enforcement is limited by bankruptcy, insolvency, reorganization or other Laws relating to or affecting the enforcement of creditors' rights generally or by general principles of equity.

3.3 No Conflicts. The execution, delivery and performance by Grom of this Agreement and the other Transaction Documents to which Grom is a party and the consummation by Grom of the Transactions, including the Merger: (a) will not require any consent, approval, order, or authorization of, or registration, qualification, designation, declaration, or filing with any federal or state Governmental Authority, any court or tribunal or any other third party by Grom, except for the filing of the Articles of Merger with the Delaware Secretary of State and for such approvals and other authorizations, consents, approvals, filings and registrations as shall have been obtained prior to the Closing, (b) will not cause Grom to violate or contravene (i) any provision of Law applicable to Grom, (ii) any rule or regulation of any Governmental Authority applicable to Grom, (iii) any order, judgment or decree of any court applicable to Grom or by which any property or asset of Grom is bound or affected, or (iv) any provision

of Grom's Articles of Incorporation or Bylaws, (c) will not violate or be in conflict with, result in a breach of or constitute (with or without notice or lapse of time, or both) a default under, any indenture, loan or credit agreement, deed of trust, mortgage, security agreement or other contract, agreement or instrument to which Grom is a party or by which Grom or any of its properties are bound or affected, and (d) will not result in the creation or imposition of any Lien upon any property or asset of Grom, except in the case of clauses (a), (b)(i), (b)(ii), (b)(iii), (c) and (d) above, as would not, individually or in the aggregate, reasonably be expected to have a Grom Material Adverse Effect. Grom is not in violation of, or (with or without notice or lapse of time, or both) in default under, any term or provision of its Articles of Incorporation or Bylaws or of any indenture, loan or credit agreement, deed of trust, mortgage, security agreement or any other material agreement or instrument to which Grom is a party or by which Grom or any of its properties is bound or affected, in each case except as would not reasonably be expected to have a Grom Material Adverse Effect.

3.4 Binding Obligations. This Agreement and the other Transaction Documents dated of even date herewith to which Grom is a party have been duly executed by Grom and, assuming the due authorization, execution and delivery by the other parties thereto, constitute the legal, valid and binding obligations of Grom and are enforceable against Grom in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, fraudulent conveyance or other similar Laws affecting creditors' rights generally and general principles of equity. As of the Closing, the Transaction Documents dated after the date of this Agreement and on or prior to the Closing Date shall have been duly executed and delivered by Grom and, assuming the due authorization, execution and delivery by the other parties thereto, shall constitute the valid and binding obligations of Grom, enforceable against Grom in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, fraudulent conveyance or other similar Laws affecting creditors' rights generally and general principles of equity.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF GHI AND SUB

GHI and Merger Sub jointly and severally make the representations and warranties set forth below to Grom. Except where the context specifically requires otherwise, all representations and warranties made with respect to GHI shall also be deemed made with respect to and shall apply to Merger Sub in all respects.

4.1 Organization. Each of GHI and Merger Sub is a corporation duly organized, validly existing and in good standing under the Laws of its state of incorporation. GHI does not own or have any Subsidiaries other than Merger Sub and Merger Sub does not own or have any subsidiaries. Each of GHI and Merger Sub is duly qualified to transact business as a foreign corporation in all jurisdictions where the ownership or leasing of its properties or the conduct of its business requires such qualification, except where the failure to be so qualified would not have a material adverse effect on the financial condition, results of operations, assets, liabilities, prospects or business of GHI and Merger Sub on a consolidated basis (a "**GHI Material Adverse Effect**"). Each of GHI and Merger Sub has the corporate authority to (i) own or lease and operate its properties and (ii) conduct its business as presently conducted. Each of GHI and Merger Sub has the corporate authority to execute, deliver and perform this Agreement.

4.2 Authorization; Enforceability. Subject to the receipt of shareholder approval by the shareholders of GHI, the execution, delivery and performance of this Agreement by GHI and Merger Sub and the consummation by GHI and Merger Sub of the Transactions have been duly authorized by all requisite corporate action on the part of GHI and Merger Sub. This Agreement has been duly executed and delivered by GHI and Merger Sub and constitutes the legal, valid and binding obligations of them, enforceable against them in accordance with its terms, except to the extent that enforcement is limited by

bankruptcy, insolvency, reorganization or other Laws relating to or affecting the enforcement of creditors' rights generally or by general principles of equity.

4.3 Merger Sub. Merger Sub was formed specifically for the purpose of consummating the Merger, and has not conducted, and will not conduct, any business prior to the Closing Date, except as approved by Grom in connection with the consummation of the Merger.

4.4 Validity of Shares.

(a) The shares of GHI Common Stock to be issued to Grom Shareholders at the Closing pursuant to Section 2.5, are duly authorized and will be validly issued, fully paid and nonassessable and free from taxes and Liens with respect to the issuance thereof.

(b) The issuance of shares of GHI Common Stock to Grom Shareholders in the Merger will be exempt from registration requirements under the Securities Act and any other applicable securities Laws, and from the qualification or registration requirements of any applicable state securities (or blue sky) Laws.

4.5 Governmental or Third Party Consents. No consent, approval, order, or authorization of, or registration, qualification, designation, declaration, or filing with any federal or state Governmental Authority, any court or tribunal or other third party is required by GHI or Merger Sub in connection with the execution, delivery or performance of this Agreement or any of the other Transaction Documents, or the consummation of the Transactions, including the Merger, except for the filing of the Articles of Merger with the Florida Secretary of State.

4.6 No Conflicts. The execution, delivery and performance by GHI and Merger Sub of this Agreement and the other Transaction Documents to which GHI or Merger Sub is a party and the consummation by GHI and Merger Sub of the Transactions, as applicable, (a) will not cause GHI or Merger Sub to violate or contravene (i) any provision of Law applicable to GHI or Merger Sub, (ii) any rule or regulation of any Governmental Authority applicable to GHI or Merger Sub, (iii) any order, judgment or decree of any court applicable to GHI or Merger Sub or by which any property or asset of GHI or Merger Sub is bound or affected, or (iv) any provision of their respective articles of incorporation or certificate of incorporation, as applicable, or bylaws, in each case as amended and in effect as of the date this representation is made, (b) will not violate or be in conflict with, result in a breach of or constitute (with or without notice or lapse of time, or both) a default under any material indenture, loan or credit agreement, deed of trust, mortgage, security agreement or other agreement or contract to which GHI or Merger Sub is a party or by which GHI or Merger Sub or any of their respective properties are bound or affected, and (c) will not result in the creation or imposition of any Lien upon any property or asset of GHI or Merger Sub, except in the case of clauses (a)(i), (a)(ii), (a)(iii), (b) and (c) above, as would not, individually or in the aggregate, reasonably be expected to have a GHI Material Adverse Effect. None of GHI or Merger Sub is in violation of, or (with or without notice or lapse of time, or both) in default under, any term or provision of its articles of incorporation or certificate of incorporation, as applicable, or its bylaws or of any indenture, loan or credit agreement, deed of trust, mortgage, security agreement or any other material agreement or instrument to which GHI or Merger Sub is a party or by which GHI or Merger Sub or any of their respective properties is bound or affected, in each case, except as would not reasonably be expected to have a GHI Material Adverse Effect.

4.7 Binding Obligations. This Agreement and the other Transaction Documents dated of even date herewith to which GHI or Merger Sub is a party, have been duly executed by GHI or Merger Sub, as applicable, and, assuming the due authorization, execution and delivery by the other parties thereto, constitute the legal, valid and binding obligations of GHI and Merger Sub, as applicable, and are enforceable against GHI and Merger Sub as applicable, in accordance with their respective terms, except

as such enforcement may be limited by bankruptcy, insolvency, fraudulent conveyance or other similar Laws affecting creditors' rights generally and general principles of equity. As of the Closing, the Transaction Documents dated after the date of this Agreement and on or prior to the Closing Date shall have been duly executed and delivered by GHI and Merger Sub, as applicable, and, assuming the due authorization, execution and delivery by the other parties thereto, shall constitute the valid and binding obligations of GHI and Merger Sub, as applicable, enforceable against GHI and Merger Sub, as applicable in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, fraudulent conveyance or other similar Laws affecting creditors' rights generally and general principles of equity.

ARTICLE V CONDITIONS PRECEDENT TO CLOSING

5.1 Conditions Precedent to Obligations of GHI and Merger Sub. GHI and Merger Sub's obligations to effect the Merger and consummate the other Transactions are subject to the fulfillment or satisfaction, prior to or on the Closing Date, of the following conditions; provided that these conditions are for GHI's or Merger Sub's sole benefit, as applicable, and may be waived only by GHI or Merger Sub, as applicable, at any time in its sole discretion by providing Grom with prior written notice thereof:

(a) Representations, Warranties, Covenants and Agreements. The representations and warranties of Grom herein shall be true and correct as of the date when made and as of the Closing Date as though made at that time (except for representations and warranties that speak as of a specific date, which shall be true and correct as of such date), and Grom shall have performed, satisfied and complied with the covenants, agreements and conditions required by this Agreement and the other Transaction Documents to be performed, satisfied or complied with by Grom at or prior to the Closing Date.

(b) Transaction Documents. Grom shall have executed each of the Transaction Documents to which it is a party and delivered the same to GHI.

(c) Grom Resolutions. Grom shall have received written consents from a majority of its shareholders approving the Transactions.

(d) No Injunctions. No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Laws or orders, judgments, injunctions, awards, decrees or writs handed down, including any consent decree, settlement agreement or similar written agreement (whether temporary, preliminary or permanent) which is then in effect, and no litigation shall be pending against GHI, Merger Sub or Grom, that enjoins or otherwise prohibits (or seeks to enjoin or otherwise prohibit) or otherwise challenges the Transactions or by any of the other Transaction Documents (or the consummation thereof).

(e) Other Documents. Such additional supporting documentation and other information with respect to the Transactions as GHI and Merger Sub may reasonably request.

5.2 Conditions Precedent to Obligations of Grom. Grom's obligation to effect the Merger and consummate the other Transactions are subject to the fulfillment or satisfaction, prior to or on the Closing Date, of the following conditions; provided that these conditions are for Grom's sole benefit and may be waived only by Grom at any time in its sole discretion by providing GHI with prior written notice thereof:

(a) Representations, Warranties, Covenants and Agreements. The representations and warranties of each of GHI and Merger Sub herein shall be true and correct as of the date when made and as of the Closing Date as though made at that time (except for representations

and warranties that speak as of a specific date, which shall be true and correct as of such date), and each of GHI and Merger Sub shall have performed, satisfied and complied with the covenants, agreements and conditions required by this Agreement and the other Transaction Documents to be performed, satisfied or complied with by GHI or Merger Sub, as applicable, at or prior to the Closing Date. Grom shall have received a certificate, executed by the chief executive officer of GHI, dated as of the Closing Date, to the foregoing effect and as to such other matters as may be reasonably requested by Grom.

(b) Transaction Documents. Each of GHI and Merger Sub shall have executed each of the Transaction Documents to which it is a party and delivered the same to Grom.

(c) Governmental Authorities' Approvals and Filings. All consents, approvals, orders and authorizations of, and filings, registrations, qualifications, designations and declarations with, any Governmental Authorities required to consummate the Transactions and by each of the other Transaction Documents, including under all applicable securities Laws, shall have been made and/or obtained, as applicable.

(d) No Injunctions. No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Laws or orders, judgments, injunctions, awards, decrees or writs handed down, including any consent decree, settlement agreement or similar written agreement (whether temporary, preliminary or permanent) which is then in effect, and no litigation shall be pending against GHI, Merger Sub or Grom, that enjoins or otherwise prohibits (or seeks to enjoin or otherwise prohibit) or otherwise challenges the transactions contemplated hereby or by any of the other Transaction Documents (or the consummation thereof).

(e) Other Documents. Such additional supporting documentation and other information with respect to the transactions contemplated hereby as Grom may reasonably request.

ARTICLE VI MISCELLANEOUS

6.1 Assignment. Neither this Agreement nor any right created hereby shall be assignable by any Party hereto.

6.2 Non-Waiver. The failure in any one or more instances of a Party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege in this Agreement conferred, or the waiver by said Party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving Party. A breach of any representation, warranty or covenant shall not be affected by the fact that a more general or more specific representation, warranty or covenant was not also breached.

6.3 Binding Effect; Benefit. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, and their successors and permitted assigns. Nothing in this Agreement, express or implied, shall confer on any Person other than the parties hereto, and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

6.4 Governing Law, Venue. This Agreement shall be governed solely and exclusively by and construed in accordance with the internal laws of the State of New York without regard to the conflicts of laws principles thereof. The parties hereto hereby expressly and irrevocably agree that any suit or proceeding arising directly and/or indirectly pursuant to or under this Agreement shall be brought solely in a federal or state court located in the City, County and State of New York. By its execution hereof, the parties hereby covenant and irrevocably submit to the *in personam* jurisdiction of the federal and state courts located in the City, County and State of New York and agree that any process in any such action may be served upon any of them personally, or by certified mail or registered mail upon them or their agent, return receipt requested, with the same full force and effect as if personally served upon them in New York City. The parties hereto expressly and irrevocably waive any claim that any such jurisdiction is not a convenient forum for any such suit or proceeding and any defense or lack of *in personam* jurisdiction with respect thereto. In the event of any such action or proceeding, the party prevailing therein shall be entitled to payment from the other party hereto of its reasonable counsel fees and disbursements.

6.5 Counterparts. For the purpose of facilitating the execution of this Agreement and for other purposes, this Agreement may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original, and such counterparts shall constitute but one and the same instrument. A signature of a Party by facsimile or other electronic transmission (including a .pdf copy sent by e-mail) shall be deemed to constitute an original and fully effective signature of such party.

6.6 Third Party Beneficiaries. None of the provisions of this Agreement or any document contemplated hereby is intended to grant any right or benefit to any Person or entity which is not a party to this Agreement.

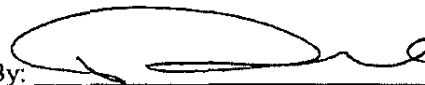
6.7 Headings. The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of this Agreement and shall not in any way affect the meaning or interpretation of this Agreement.

6.8 Severability. In the event that any provision in this Agreement shall be determined to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Agreement shall not be in any way impaired, and the illegal, invalid or unenforceable provision shall be fully severed from this Agreement and there shall be automatically added in lieu thereof a provision as similar in terms and intent to such severed provision as may be legal, valid and enforceable.

6.9 Entire Agreement. This Agreement and the other Transaction Documents, constitute the entire contract between the Parties hereto pertaining to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings between the Parties with respect to such subject matter.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be duly signed as of the date first above written.

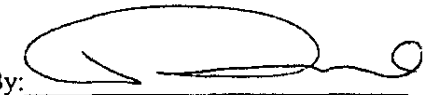
Grom Holdings, Inc.

By: 

Name: Darren Marks

Title: Chief Executive Officer

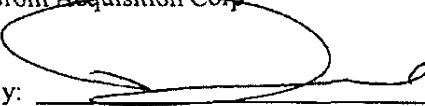
Grom Social, Inc.

By: 

Name: Darren Marks

Title: Chief Executive Officer

Grom Acquisition Corp

By: 

Name: Darren Marks

Title: President