Exhibit 2.2  
 ASSET PURCHASE AGREEMENT  
 THIS AGREEMENT is made effective as of the 31st day of May, 2024 (the “Effective Date”), among XPR Media LLC (“Buyer”) and Frankly Media LLC (“Seller”).  
 BA C K G R O U N D  
 Whereas, Seller provides press release and content distribution services (the “Services”) on behalf of third-party press release and content distribution entities (the “Customers”), pursuant to written agreements (the “Customer Agreements”) for distribution of Customer releases on third-party publisher websites and applications for which the Seller has rights to distribute and publish releases and similar content (the “Publisher Sites”) pursuant to written agreements (the “Publisher Agreements”)1. The Customers and Customer Agreements are listed on the annexed Schedule A. The Publisher Agreements are identified on Schedule B. The Publisher Sites are identified on Schedule C hereto; and  
 Whereas, Buyer desires to acquire the Customer Agreements on the terms set forth herein, and Xxxxx acknowledges that pursuant to a separate agreement with UNIV, Ltd. (“UNIV”), Seller is transferring the streaming Publisher Agreements and SaS platform technology to UNIV and that Buyer will be solely responsible for negotiating an agreement with UNIV to use UNIV’s continued distribution to the Publisher Sites of content received under the Customer Agreements and any fees charged by UNIV for such service.  
 NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:  
 1. Sale Agreement. Subject to the terms and conditions of this Agreement, the Buyer agrees to purchase, and the Seller agrees to sell all rights to or granted by the Customer Agreements, and (non-streaming) Publisher Agreements, and further agrees to assign the Customer Agreements and (non-streaming) Publisher Agreements to Buyer, (“Purchased Assets”). Ownership of Seller’s interest in the Purchase Assets will be transferred to the Buyer on the Effective Date free and clear of all liens, claims and encumbrances, except that pursuant to the security agreement between Buyer and Seller dated May 31, 2024, Buyer shall grant Seller a security interest in the Purchased Assets to ensure payment of the Purchase Consideration herein. The Customer Agreements are listed in Part 1 of Schedule A; the applicable Publishers Agreements and Publisher Sites are listed in Part 2 of Schedule A.  
2. Payments. (a) Purchase Consideration - The total Purchase Consideration to be paid by the Buyer to the Seller for the purchase of the Customer Agreements is Seven Hundred Thousand United States Dollars (US$700,000), which will be paid by Buyer via wire transfer as specified in the Secured Promissory Note of between Buyer and Seller dated as of the date hereof (the “Note).  
 (b) Customer Payments – Seller will be entitled to retain all payments received or to be received under Customer Agreements solely to the extent that the payment of consideration for the services rendered for the period prior to the Effective Date. Buyer will be entitled to receive and retain all payments made on account of services provided for all periods following the Effective Date. Seller will be entitled to collect all payments due under Customer Agreements for the month in which the Effective Date occurs and will pay to Buyer the pro-rated share of such monthly payments received by Seller. Commencing with the calendar month following the Effective Date, Buyer will invoice Customers for amounts due for that month or any subsequent month. To the extent that a party receives payment from a Customer with respect to a period for which the other party has the right hereunder to retain such payment, the receiving party will within ten (10) days following receipt of such payment remit the full amount of such payment to the other party. Seller will report any and all prepayments received, Buyer will report payments or the part thereof made for the time period prior to the Effective date. The Parties shall cooperate to achieve a true up and determine the resulting credit to be paid, at least once per month.  
 1 The endpoints for press releases distributed by Seller are (a) 50 platform websites hosted by Seller, the agreements for which will be transferred to UNIV, Ltd., (the streaming Publisher Agreements) (b) 31 websites hosted by SoCast (for which Seller does not have written distribution agreements), and (c) 18 third-party publisher websites pursuant to Seller’s agreement with PRConnect. ((b) and (c) are collectively referred to as the non-streaming Publisher Agreements).  
 1  
 3. Representations and Warranties of Seller. Seller represents and warrants to the Buyer that as of the Effective Date:  
3.1 Seller is the owner of the Customer Agreements and shall assign and transfer to Buyer complete and exclusive right, title, and interest in and to the Customer Agreements.  
 3.2. Seller’s interest in the Customer Agreements is free and clear of all third-party liens.  
 3.3. To the best of Seller’s knowledge, the releases previously or currently distributed under the Customer Agreements do not infringe the rights of any third party.  
 3.4. There are no pending, or to Seller’s knowledge, threatened, third-party claims regarding any of the Customer Agreements.  
 3.5 In the twelve-month period prior to the date hereof, except as set forth in Section 3.5 of Schedule B, Seller has not received any notices of default, or exercise of any contractual or legal termination, notice of non-renewal, under any Customer Agreement, to Seller’s knowledge, there are no uncured defaults on the part of Seller under any Customer Agreement. Section 3.5 of Schedule B, lists the Customer Agreements of which Seller is aware of any default thereunder by the Customer.  
 3.6. Validity. The Seller has adequate power, authority and legal right to enter into, execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. This Agreement is legal, valid and binding with respect to the Seller and is enforceable in accordance with its terms. Seller will defend any challenge to these rights and will indemnify and defend any claim made against Xxxxx for any challenge to this exercise of power.  
4. Representations and Warranties of Buyer.  
 4.1 Buyer has adequate power, authority and legal right to enter into, execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. This Agreement is legal, valid and binding with respect to Buyer and is enforceable in accordance with its terms.  
 4.2 Buyer is not subject to, and will not become subject to, any liens, security interests or encumbrances that will prevent Seller from having, under the Security Agreement, a first-priority security interest in the Customer Agreements following the Effective Date.  
 5. The Closing. The consummation of Buyer’s purchase of the Customer Agreements will occur on the Effective Date, and on that date, the Seller’s interest in the Customer Agreements will automatically be transferred to Buyer, without further action of the parties. To the extent that Buyer may reasonably require a separate bill of sale, assignment or other documentation from Seller in order to vest ownership of the Customer Agreements in Buyer, Seller will, at Buyer’s sole expense, provide duly executed copies of such documentation to Buyer within five (5) business days of receipt from Buyer of such request or draft documents, and in the event that Seller fails to deliver or execute any such requested documents, Seller hereby irrevocably appoints Buyer’s representative named in section 8.1 herein as may be changed from time to time as Xxxxxx’s attorney-in-fact to execute such documents and such appointment shall be deemed to be coupled with an interest.  
 6. Indemnification. The parties agree to indemnify each other as follows:  
 6.1. Seller’s Indemnification. The Seller agrees to defend, indemnify, and hold harmless the Buyer and the Buyer’s officers, managers agents, employees and members (collectively, the “Buyer Indemnified Parties”) from any loss, liability, or expense that any of the Buyer Indemnified Parties may incur which results from or arises out of any third party claim caused by reason of: (a) any breach or default in any representation or warranty of the Seller set forth in this Agreement, (b) breach failure or default in the performance by the Seller of any covenant or obligation set forth in this Agreement; and (b) Seller’s provision of the Services prior to the Effective Date.  
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 6.2. Buyer’s Indemnification. The Buyer agrees to defend, indemnify and hold harmless the Seller and the Seller’s officers, managers, employees, agents and members (collectively, the “Seller Indemnified Parties”) from any loss, liability, or expense that the Seller Indemnified Parties may incur which results from or arises out of any third party claim caused by reason of: (a) any breach or default in any representation or warranty of the Buyer set forth in this Agreement or in the performance by the Buyer of any covenant or obligation set forth in this Agreement; and (b) Buyer’s provision of the Services after the Effective Date.  
 6.3. Limitation on Indemnification Obligations. The parties’ indemnification obligations pursuant to the provisions of paragraph 7 are subject to the following limitations:  
6.3.1. Survival of Representations and Warranties. No party can recover under paragraphs 6.1 or 6.2 unless a claim has been asserted by written notice, delivered to the other party within thirty eight(38) months following the Effective Date.  
6.3.2. Indemnification Cap. No party can recover under paragraphs 6.1 or 6.2 an aggregate amount in excess of the Purchase Price.  
7. Termination. If a party fails to perform any obligation contained in this Agreement, the other party may terminate this agreement if such default is not cured by the breaching party withing ten (10) days following written receipt of such notice.  
 8. Miscellaneous. It is further agreed as follows:  
 8.1. Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement will be in writing and will be deemed to have been given and received when delivered personally or by email (receipt confirmed) to the party designated to receive such notice, or on the date following the day sent by overnight courier, or on the third (3rd) day after the same is sent by certified mail, postage and charges prepaid, directed to the following addresses or to such other or additional addresses as any party might designate by written notice to the other parties:  
 If to Buyer:  
 Xxxxx Xxxx Xxxx  
Attorney  
LAW OFFICES OF XXXXX XXXX XXXX PA  
0000 Xxxxxxxx Xx x Xxx X x Xxxxxxxxx, XX 00000  
305.757.3300 | 305.757.0071 F  
xxxxx@xxxxxxxxxxxxx.xxx\_  
 To the Seller:  
 Frankly Media LLC  
0000 Xxxxxx Xxxxx Xxxx XX, Xxxxx 000  
Xxxxxxx, XX 00000  
Attn: Xxx Xxxxxxxx,  
Xxx@XxxxxxXxxxxXxx.xxx  
 8.2. Representations and Warranties. The respective representations and warranties of the parties contained herein or in any certificates or other documents delivered prior to or at the Closing Date will not be deemed waived or otherwise affected by any investigation made by any party hereto. Each and every such representation and warranty will survive the Closing Date and will not be terminated or extinguished for a period of thirty-six months after the Closing Date.  
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 8.3. Cooperation. Prior to and at all times following the termination of this Agreement the parties agree to execute and deliver, or cause to be executed and delivered, such documents and do, or cause to be done, such other acts and things as might reasonably be requested by any party to this Agreement to assure that the benefits of this Agreement are realized by the parties.  
8.4. Headings. The paragraph headings contained in this Agreement are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Agreement.  
8.5. Entire Agreement. This Agreement and any document executed in connection herewith on or after the date of this Agreement (the “Other Documents”) constitute the entire agreement between the parties with respect to the subject matter hereof and there are no agreements, understandings, warranties or representations except as set forth herein or in the Other Documents.  
8.6 Assignment. It is agreed that the parties may not assign such party’s rights nor delegate such party’s duties under this Agreement without the express written consent of the other parties to this Agreement.  
 8.7. Amendment. Neither this Agreement, nor any of the provisions hereof can be changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.  
8.8. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provisions as is possible and to be legal, valid and enforceable.  
8.9. Governing Law. This Agreement will be interpreted, construed and enforced in accordance with the laws of the State of Florida, regardless of any applicable principles of conflicts of law.  
8.10. Attorney Fees. If any party institutes an action or proceeding against any other party relating to the provisions of this Agreement, the party to such action or proceeding which does not prevail will reimburse the prevailing party therein for the reasonable expenses of attorneys’ fees and disbursements incurred by the prevailing party.  
8.11. Waiver. Waiver of performance of any obligation or term contained in this Agreement by any party, or waiver by one party of the other’s default hereunder will not operate as a waiver of performance of any other obligation or term of this Agreement or a future waiver of the same obligation or a waiver of any future default.  
8.12. Counterpart Execution. This Agreement may be executed in counterparts, including by telefacsimile, each of which will be deemed an original document but all of which will constitute a single document.  
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 IN WITNESS WHEREOF, this Agreement has been executed by the parties effective the date first above written.  
 XPR MEDIA LTD FRANKLY MEDIA LLC  
 By: By:   
Name: Xxxxx Xxxxxxxxx Name:   
Title: President Title:   
 5  
 Schedule A  
 PART 1: Customer Agreements  
 4 Media Group, Inc.  
 Distribution Agreement (4-11-17)  
Amendment (10-16-17)  
 7Newswire LLC  
 Distribution Agreement (7-15-20)  
Amendment (2-1-21)  
Amendment (1-11-24)  
 AB Digital Inc.  
 Distribution Agreement (4-1-18)  
Amendment (9-1-23)  
 Absolute Reports Pvt. Ltd.  
 Distribution Agreement (3-8-17)  
Amendment (1-1-19)  
Amendment (8-1-20)  
Amendment (1-1-21)  
Amendment (4-7-21)  
Amendment (3-1-23)  
 AccessWire (Issuer Direct Corporation)  
 Distribution Agreement (9-16-20)  
 Brand Equation  
 Distribution Agreement (7-1-18)  
Amendment (9-18-18)  
Amendment (3-1-22)  
Amendment (2-2-24)  
 Business Newswire  
 Distribution Agreement (10-5-23)  
 Condesa Inc. (d/b/a PRLeap)  
 Distribution Agreement (7-1-18)  
Amendment (3-12-19)  
Amendment (1-4-21)  
 Consultancy Media, Inc.  
 Distribution Agreement (1-6-08)  
 Dragstrip Designs Marketing Inc.  
 License Agreement (4-1-14)  
Amendment (3-26-18)  
 EIN Newswire (Internet Product Development Group, Inc.)  
 License Agreement (1-1-17)  
 Elphill Technology Pvt. Ltd.  
 Distribution Agreement (4-1-19)  
Amendment (1-1-21)  
 6  
 First Line Creative, LLC  
 Distribution Agreement (7-16-18)  
 iCrowd Newswire, LLC  
 Distribution Agreement (4-13-18)  
 Just Haves LLC  
 Distribution Agreement (3-1-21)  
 King Newswire  
 Distribution Agreement (7-20-23)  
 Lattice Publishing LLC  
 Distribution Agreement (6-15-18)  
 News Direct Corp.  
 Distribution Agreement (5-28-20)  
Amendment (6-1-23)  
 Next Net Media LLC  
 Distribution Agreement (10-1-18)  
 Now Strategies LLC  
 Distribution Agreement (10-15-19)  
 Plentisoft Sdn Bhd  
 License Agreement (7-16-13)  
Amendment (10-15-18)  
Amendment (4-1-20)  
Amendment (12-3-20)  
Amendment (6-1-21)  
 PR Connect Inc.  
 Distribution Agreement (7-7-23)  
 PR Newswire Association LLC  
 License Agreement (1-1-07)  
Amendment (1-1-18)  
Amendment (1-1-21)  
 XXXxxxxxxxxxx.xxx (Madison Square Ventures LLC)  
 Distribution Agreement (1-30-17)  
Amendment (12-6-17)  
 Press Advantage (Velluto VIP LLC)  
 Distribution Agreement (1-1-20)  
Amendment (1-27-21)  
 PRZen  
 Distribution Agreement (12-30-16)  
Amendment (10-9-18)  
Amendment (1-27-21)  
 Stacker Media LLC  
 License Agreement (7-1-19)  
Amendment (10-1-20)  
 7  
 Submit Press Release 123 (Oxygen Marketing LLC)  
 Distribution Agreement (7-7-17)  
Amendment (12-1-18)  
Distribution Agreement (Kiss PR) (7-16-20)  
Amendment (Kiss PR) (12-13-22)  
Amendment (Kiss PR) (3-18-24)  
 Web 20 Ranker LLC  
 Distribution Agreement (7-1-19)  
 West LLC (Nasdaq)  
 Content License Agreement (12-15-16)  
Amendment (3-2-21)  
Amendment (7-6-22)  
 Worldnewswire  
 Distribution Agreement (4-1-23)  
Amendment (12-5-23)  
 WPR2, Inc.  
 Distribution Agreement (10-1-19)  
 Part 2: Publisher Agreements and Publisher Sites:  
 Streaming Publisher Sites – denoted by “Producer” in right column, plus the Beyond TV site  
SoCast Sites – denoted by “WordPress” in right column, except the Beyond TV site  
Independent (PRConnect) Sites – denoted by “DNS” in right column  
 AugustaNN Independent xxxxx://xxxxxxx.xxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Producer  
AustinNN Independent xxxxx://xxxxxx.xxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Producer  
Beacon Senior News Lifestyle - Connect xxxxx://xxxxxxxxx.xxxxxxxxxxxxxxxx.xxx/ Colorado Springs CO In Progress DNS  
BeyondTV APP xxxxx://xxxxxx.xx/xxxxxxxxx-xxxxxxx WordPress  
BoiseNN Independent xxxx://xxxxx.xxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Boise ID Producer  
Bryan County Magazine Lifestyle - Connect xxxxx://xxxxxxxxx.xxxxxxxxxxxxxxxxxxx.xxx/ DNS  
BuffaloNN Independent xxxx://xxxxxxx.xxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Buffalo NY Producer  
Central NCN Independent xxxxx://xxxxxxx.xxxxxxxxxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Central Region (Tri-Cities) NE Producer  
Chattahoochee Valley Living Lifestyle - Connect xxxxx://xxxxxxxxx.xxxxxxxxxxxxxxxxxxxxxxxxx.xxx/ DNS  
ColumbiaNN Independent xxxxx://xxxxxxxx.xxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Columbia MO Producer  
ColumbusNN Independent xxxxx://xxxxxxxx.xxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Producer  
DetroitNN Independent xxxxx://xxxxxxx.xxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Detroit MI Producer  
 8  
 East Hanover Florham Park Life Lifestyle - Connect xxxxx://xxxxxxxxx.xxxxxxxxxxxxxxxxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx New Jersey DNS  
Effingham Magazine Lifestyle - Connect xxxxx://xxxxxxxxx.xxxxxxxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Effingham County GA DNS  
Elk Grove Citizen Lifestyle - Connect xxxxx://xxxxxxxxx.xxxxxxxxx.xxx/ DNS  
Fredericksburg Parent & Family Lifestyle - Connect xxxxx://xxxxxxxxx.xxxxxxxxxxxxxxxxxxxx.xxx/ Fredericksburg VA In Progress DNS  
FresnoNN Independent xxxx://xxxxxx.xxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Fresno CA Producer  
Greenville & Hockessin Life Lifestyle - Connect xxxxx://xxxxxxxxx.xxxxxxxxxxxxxx.xxx/ Northern Delaware In Progress DNS  
Hendersonville Magazine Lifestyle - Connect xxxxx://xxxxxxxxx.xxxxxxxxxxxxxxxxxxxxxx.xxx/ DNS  
JacksonvilleNN Independent xxxxx://xxxxxxxxxxxx.xxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Producer  
KAKE ABC xxxxx://xxx.xxxx.xxx/xxxxxxxxx-xxxxxxx Wichita KS Producer  
KBEW-FM FM - Riverfront xxxxx://xxxxxxxxx.xxxx00xxxxxxx.xxx/xxxxxxxxx-xxxxxxx WordPress  
KCCR-AM AM - Riverfront xxxxx://xxxxxxxxx.xxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx WordPress  
KCCR-FM FM - Riverfront xxxxx://xxxxxxxxx.xxxxxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx WordPress  
KDAM-FM FM - Riverfront xxxxx://xxxxxxxxx.xxxxxxx000.xxx/xxxxxxxxx-xxxxxxx WordPress  
KDAM-IP FM - Riverfront xxxxx://xxxxxxxxx.xxxxxx.xx/xxxxxxxxx-xxxxxxx WordPress  
KFOL Independent xxxxx://xxx.xxx00.xx/xxxxxxxxx-xxxxxxx Houma LA Producer  
KKYA - FM FM - Riverfront xxxxx://xxxxxxxxx.xxxxxxxxxx000.xxx/xxxxxxxxx-xxxxxxx WordPress  
KLXS-FM FM - Riverfront xxxxx://xxxxxxxxx.xxxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx WordPress  
KMLK FM - Noalmark Brodcasting Corp. xxxxx://xxxxxxxxx.xxxxxx.xxx/xxxxxxxxx-xxxxxxx El Dorado AR WordPress  
KOTA-AM AM - Riverfront xxxxx://xxxxxxxxx.xxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx WordPress  
KQRQ-FM FM - Riverfront xxxxx://xxxxxxxxx.x000xxxxx.xxx/xxxxxxxxx-xxxxxxx WordPress  
KTEN NBC/ABC xxxxx://xxx.xxxx.xxx/xxxxxxxxx-xxxxxxx Xxxxxxx-Xxx TX Producer  
KYNT AM - Riverfront xxxxx://xxxxxxxxx.xxxx0000.xxx/xxxxxxxxx-xxxxxxx WordPress  
KZLK-FM FM - Riverfront xxxxx://xxxxxxxxx.xxx00xx0000.xxx/xxxxxxxxx-xxxxxxx WordPress  
KZZI-FM FM - Riverfront xxxxx://xxxxxxxxx.xxxxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx WordPress  
LasVegasNN Independent xxxxx://xxxxxxxx.xxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Las Vegas NV Producer  
LosAngelesNN Independent xxxxx://xxxxxxxxxx.xxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Los Angeles CA Producer  
Metro NCN Independent/FM xxxx://xxxxx.xxxxxxxxxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Metro Region (lincon - Omaha) NE Producer  
MiamiNN Independent xxxxx://xxxxx.xxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Miami FL Producer  
MichiganNN Independent xxxxx://xxxxxxxx.xxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Michigan Producer  
Middletown Life Lifestyle - Connect xxxxx://xxxxxxxxx.xxxxxxxxxxxxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Middletown DA DNS  
 9  
 MidPlains NCN Independent xxxx://xxxxxxxxx.xxxxxxxxxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx MidPlains Region (Ogallala) NE Producer  
MinneapolisNN Independent xxxx://xxxxxxxxxxx.xxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Minneapolis MN Producer  
MontereyNN Independent xxxxx://xxxxxxxx.xxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Monterey CA Producer  
Myrtle BeachNN Independent xxxxx://xxxxxxxx.xxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Xxxxxx Beach SC Producer  
NashvilleNN Independent xxxxx://xxxxxxxxx.xxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Producer  
Newark Life Lifestyle - Connect xxxxx://xxxxxxxxx.xxxxxxxxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Newark PA DNS  
NewsNetNational Independent xxxxx://xxx.xxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx National Producer  
NorfolkNN Independent xxxxx://xxxxxxx.xxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Norfolk VA Producer  
Northeast NCN Independent xxxx://xxxxxxxxx.xxxxxxxxxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Northeast Region (Norfolk) NE Producer  
OdessaNN Independent xxxx://xxxxxx.xxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Odessa TX Producer  
Oregon Family Magazine Lifestyle - Connect xxxxx://xxxxxxxxx.xxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx OR DNS  
OrlandoNN Independent xxxxx://xxxxxxx.xxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Orlando FL Producer  
Palmettonetwork xxxxx://xxxxxxxxx.xxxxxxxxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx WordPress  
Panhandle NCN Independent xxxx://xxxxxxxxx.xxxxxxxxxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Panhandle Region (Xxxxxx) NE Producer  
PittsburghNN Independent xxxxx://xxxxxxxxxx.xxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Producer  
PlatteValley NCN Independent xxxx://xxxxxxxxxxxx.xxxxxxxxxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx PlatteValley Region (Columbus) NE Producer  
Xxxxxx Magazine Lifestyle - Connect xxxxx://xxxxxxxxx.xxxxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Pooler GA DNS  
Porch & Parish Lifestyle - Connect xxxxx://xxxxxxxxx.xxxxxxxxxxxxxx.xxx/ DNS  
PortlandNN Independent xxxx://xxxxxxxx.xxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Portland OR Producer  
QuincyNN Independent xxxxx://xxxxxx.xxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Quincy IL Producer  
River Country NCN Independent xxxx://xxxxxxxxxxxx.xxxxxxxxxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx RiverCountry Region (Nebraska City) NE Producer  
SacramentoNN Independent xxxxx://xxxxxxxxxx.xxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Sacramento CA Producer  
Salt Lake CityNN Independent xxxxx://xxxxxxxxxxxx.xxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Producer  
San AntonioNN Independent xxxx://xxxxxxxxxx.xxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx San Antonio TX Producer  
San Clemente Journal Lifestyle - Connect xxxxx://xxxxxxxxx.xxxxxxxxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx San Clemente CA DNS  
Sioux FallsNN Independent xxxx://xxxxxxxxxx.xxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Sioux Falls ND Producer  
Southeast NCN Independent xxxx://xxxxxxxxx.xxxxxxxxxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Southeast Region (Fairbury) NE Producer  
 10  
 Southern Sports Today Xxxxxx Broadcasting (AM) xxxxx://xxxxxxxxx.xxxxxxxxxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Southern States WordPress  
Sports News Net Independent xxxxx://xxxxxx.xxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Producer  
Style Magazine Lifestyle - Connect xxxxx://xxxxxxxxx.xxxxxxx.xxx/ DNS  
TampaNN Independent xxxxx://xxxxx.xxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Tampa FL Producer  
The Hood Magazine Lifestyle - Connect xxxxx://xxxxxxxxx.xxxxxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Sioux Falls SD DNS  
The Podcast Park Xxxxxx Broadcasting (AM) xxxxx://xxxxxxxxx.xxxxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Atlanta GA WordPress  
Todays Family Magazine Lifestyle - Connect xxxxx://xxxxxxxxx.xxxxxxxxxxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Lake, Geauga and eastern Cuyahoga counties OH DNS  
WacoNN Independent xxxx://xxxx.xxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Waco TX Producer  
WCAV CBS xxxxx://xxx.xxx00xxxx.xxx/xxxxxxxxx-xxxxxxx Charlottesville VA Producer  
WCNN-AM Xxxxxx Broadcasting (AM) xxxxx://xxxxxxxxx.000xxxxxx.xxx/xxxxxxxxx-xxxxxxx Atlanta GA WordPress  
WDLZ FM - Xxxxx Acquisition Group xxxxx://xxxxxxxxx.xxxx000.xxx/xxxxxxxxx-xxxxxxx Murfreesboro NC WordPress  
WENY ABC xxxxx://xxx.xxxx.xxx/xxxxxxxxx-xxxxxxx Elmira NY Producer  
WestPalmBeachNN Independent xxxxx://xxxxxxxxxxxxx.xxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx West Palm Beach FL Producer  
WFOM-XX Xxxxxx Broadcasting (FM) xxxxx://xxxxxxxxx.xxxx0000.xxx/xxxxxxxxx-xxxxxxx Atlanta GA WordPress  
WFXG FOX xxxxx://xxx.xxxx.xxx/xxxxxxxxx-xxxxxxx Augusta GA Producer  
WHLF Lakes Media (FM) xxxxx://xxxxxxxxx.000xxx.xxx/xxxxxxxxx-xxxxxxx South Boston VA WordPress  
WICU/WSEE NBC/CBS/CW xxxx://xxx.xxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Erie PA Producer  
XXXX XXX xxxxx://xxx.xxxx.xxx/xxxxxxxxx-xxxxxxx Vestal NY Producer  
WKSK Lakes Media (FM) xxxxx://xxxxxxxxx.xxxxxx0000.xxx/xxxxxxxxx-xxxxxxx South Hill VA WordPress  
WLUS Lakes Media (FM) xxxxx://xxxxxxxxx.xx000.xxx/xxxxxxxxx-xxxxxxx Clarksville VA WordPress  
WMPW Lakes Media (FM) xxxxx://xxxxxxxxx.xxxxxxxxxxxxxx0000.xxx/xxxxxxxxx-xxxxxxx Danville VA WordPress  
WPTM FM - Xxxxx Acquisition Group xxxxx://xxxxxxxxx.xxxxxxxx0000.xxx/xxxxxxxxx-xxxxxxx Weldon NC WordPress  
WSHV Lakes Media (FM) xxxxx://xxxxxxxxx.000xxxx.xxx/xxxxxxxxx-xxxxxxx South Hill VA WordPress  
WSMY AM - Xxxxx Acquisition Group xxxxx://xxxxxxxxx.xxxxxxxxxxxxxxx.xxx/xxxxxxxxx-xxxxxxx Weldon NC WordPress  
WTRG FM - Xxxxx Acquisition Group xxxxx://xxxxxxxxx.xxxxx000xxxx.xxx/xxxxxxxxx-xxxxxxx Gaston NC WordPress  
WWDN Lakes Media (FM) xxxxx://xxxxxxxxx.0000xxxxxx.xxx/xxxxxxxxx-xxxxxxx Danville VA WordPress  
WWDW FM - Xxxxx Acquisition Group xxxxx://xxxxxxxxx.0000xxxxxx.xxx/xxxxxxxxx-xxxxxxx Xxxxxx NC WordPress  
WWZW FM - First Media Radio xxxxx://xxxxxxxxx.0xxxx.xxx/xxxxxxxxx-xxxxxxx Buena Vista/Lexington VA WordPress  
WYTT FM - Xxxxx Acquisition Group xxxxx://xxxxxxxxx.000xxxx.xxx/xxxxxxxxx-xxxxxxx Weldon NC WordPress  
 Total 99   
 Part 3: Publisher Sites (non-streaming): Included in the list above.  
 11  
 Schedule B  
 Disclosures: Section 3.5: Defaults and Termination/Non-Renewals by Customers  
 Defaults: None  
 Terminations & Non-Renewals:  
 Name Category Status  
1800PR/Traders Network Show Press Release Agency CUSTOMER-Lost Customer  
Definition 6 / Xxxxxx Inc. Press Release Agency CUSTOMER-Lost Customer  
Insurify Press Release Agency CUSTOMER-Lost Customer  
Press Release Jet Press Release Agency CUSTOMER-Lost Customer  
Vehement Media Pvt Ltd. Press Release Agency CUSTOMER-Lost Customer  
 Schedule C  
 Payment Terms  
 Total Payments will equal US$700,000. First Payment due $10,500.00 on Effective Date of Contract  
 11 Payments will begin 3 months after Effective Day of Contact of $12,500.00  
 Followed by 12 Payments of $20,000.00 and then Followed by 12 final paymemts of $26,000.00  
 12  
 Payment Schedule  
 1 May-24 $ 10,500.00   
2 Sep-24 $ 12,500.00   
3 Oct-24 $ 12,500.00   
4 Nov-24 $ 12,500.00   
5 Dec-24 $ 12,500.00   
6 Jan-25 $ 12,500.00   
7 Feb-25 $ 12,500.00   
8 Mar-25 $ 12,500.00   
9 Apr-25 $ 12,500.00   
10 May-25 $ 12,500.00   
11 Jun-25 $ 12,500.00   
12 Jul-25 $ 12,500.00   
13 Aug-25 $ 20,000.00   
14 Sep-25 $ 20,000.00   
15 Oct-25 $ 20,000.00   
16 Nov-25 $ 20,000.00   
17 Dec-25 $ 20,000.00   
18 Jan-26 $ 20,000.00   
19 Feb-26 $ 20,000.00   
20 Mar-26 $ 20,000.00   
21 Apr-26 $ 20,000.00   
22 May-26 $ 20,000.00   
23 Jun-26 $ 20,000.00   
24 Jul-26 $ 20,000.00   
25 Aug-26 $ 26,000.00   
26 Sep-26 $ 26,000.00   
27 Oct-26 $ 26,000.00   
28 Nov-26 $ 26,000.00   
29 Dec-26 $ 26,000.00   
30 Jan-27 $ 26,000.00   
31 Feb-27 $ 26,000.00   
32 Mar-27 $ 26,000.00   
33 Apr-27 $ 26,000.00   
34 May-27 $ 26,000.00   
35 Jun-27 $ 26,000.00   
36 Jul-27 $ 26,000.00   
 $ 700,000.00   
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