

SECURITIES AND EXCHANGE COMMISSION

FORM 10-Q

Quarterly report pursuant to sections 13 or 15(d)

Filing Date: **2021-08-13** | Period of Report: **2021-06-30**  
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FILER

**Creek Road Miners, Inc.**

CIK: **1162896** | IRS No.: **980357690** | State of Incorp.: **DE** | Fiscal Year End: **1231**  
Type: **10-Q** | Act: **34** | File No.: **000-33383** | Film No.: **211172528**  
SIC: **7900** Amusement & recreation services

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**FORM 10-Q**

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended: **June 30, 2021**

**OR**

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

**Commission File Number: 000-33383**

**CREEK ROAD MINERS, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction  
of incorporation)

**98-0357690**

(IRS Employer  
Identification No.)

**2700 Homestead Road, Suite 50**

**Park City, UT 84098**

(Address of principal executive offices)

**435-900-1WIZ**

(Registrant's telephone number, including area code)

**n/a**

(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
n/a	n/a	n/a

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by section 13 or 15(d) of the Securities Exchange Act of 1934 during the past 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files. Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. □

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes □ No ☒

As of August 12, 2021, there were 3,672,134 shares outstanding of the registrant's common stock.

## TABLE OF CONTENTS

### PART I – FINANCIAL INFORMATION

Item 1.	<a href="#">Financial Statements</a>	F-1
Item 2.	<a href="#">Management's Discussion and Analysis of Financial Condition and Results of Operations</a>	3
Item 3.	<a href="#">Quantitative and Qualitative Disclosures About Market Risk</a>	13
Item 4.	<a href="#">Controls and Procedures</a>	13

### PART II – OTHER INFORMATION

Item 1.	<a href="#">Legal Proceedings</a>	14
Item 1A.	<a href="#">Risk Factors</a>	14
Item 2.	<a href="#">Unregistered Sales of Equity Securities and Use of Proceeds</a>	14
Item 3.	<a href="#">Defaults Upon Senior Securities</a>	14
Item 4.	<a href="#">Mine Safety Disclosures</a>	14
Item 5.	<a href="#">Other Information</a>	15
Item 6.	<a href="#">Exhibits</a>	15
	<a href="#">Signatures</a>	16

## PART I – FINANCIAL INFORMATION

### Item 1. Financial Statements.

Creek Road Miners, Inc.

June 30, 2021

Index to the Condensed Consolidated Financial Statements

<a href="#">Condensed Consolidated Balance Sheets at June 30, 2021 (unaudited) and December 31, 2020</a>	F-2
<a href="#">Condensed Consolidated Statements of Operations for the Three and Six Months Ended June 30, 2021 and 2020 (unaudited)</a>	F-3
<a href="#">Condensed Consolidated Statements of Stockholders' Deficit for the Three Months Ended June 30, 2021 and 2020 (unaudited)</a>	F-4
<a href="#">Condensed Consolidated Statements of Stockholders' Deficit for the Six Months Ended June 30, 2021 and 2020 (unaudited)</a>	F-5
<a href="#">Condensed Consolidated Statements of Cash Flows for Six Months Ended June 30, 2021 and 2020 (unaudited)</a>	F-6
<a href="#">Notes to the Condensed Consolidated Financial Statements (unaudited)</a>	F-7

F-1

**Creek Road Miners, Inc.**  
**Condensed Consolidated Balance Sheets**

	<u>June 30, 2021</u> (unaudited)	<u>December 31, 2020</u>
<b>Assets</b>		
<b>Current Assets</b>		
Cash and cash equivalents	\$ 1,553,377	\$ 1,897,703
Accounts receivable, net	37,559	33,452
Inventory	380,967	220,641
Prepaid convention expenses	-	3,625
Prepaid expenses	302,220	62,066
<b>Total Current Assets</b>	<u>2,274,123</u>	<u>2,217,487</u>
<b>Property and equipment, net</b>	68,358	58,501
<b>Intangibles, net</b>	125,400	132,000
<b>Operating lease right of use asset, net</b>	180,446	244,072
<b>Security deposits</b>	22,677	18,303
<b>Total Assets</b>	<u>\$ 2,671,004</u>	<u>\$ 2,670,363</u>
<b>Liabilities and Stockholders' Deficit</b>		
<b>Current Liabilities</b>		
Accounts payable and accrued expenses	\$ 3,478,193	\$ 3,474,061
Unearned revenue	578,039	758,847
Operating lease liability	59,110	108,713
Convertible promissory note – related party, net	2,500,000	2,500,000
Due to CONtv joint venture	-	224,241
<b>Total Current Liabilities</b>	<u>6,615,342</u>	<u>7,065,862</u>
Operating lease liability, net	122,670	137,694
Notes payable, net	545,162	347,500
Convertible debenture, net	2,112,436	1,964,216
<b>Total Liabilities</b>	<u>9,395,610</u>	<u>9,515,272</u>
<b>Commitments and contingencies</b>		

**Stockholders' Deficit**

Preferred stock-Series A Cumulative and Convertible par value \$0.0001: 500,000 shares authorized; 226,523 and 173,974 shares issued and outstanding, respectively	22	17
Preferred stock-Series B Cumulative and Convertible par value \$0.0001: 4,500,000 shares authorized; 2,500 and 288,448 shares issued and outstanding, respectively	-	-
Common stock par value \$0.0001: 100,000,000 shares authorized; 3,629,452 and 3,506,752 shares issued and outstanding, respectively	363	351
Additional paid-in capital	27,648,733	23,206,367
Accumulated deficit	(34,361,226)	(30,039,146)
Non-controlling interest	(12,498)	(12,498)
<b>Total Stockholders' Deficit</b>	<b>(6,724,606)</b>	<b>(6,844,909)</b>
<b>Total Liabilities and Stockholders' Deficit</b>	<b>\$ 2,671,004</b>	<b>\$ 2,670,363</b>

See accompanying notes to the unaudited condensed consolidated financial statements.

F-2

**Creek Road Miners, Inc.**  
**Condensed Consolidated Statements of Operations**  
(unaudited)

	<u>For the Three Months Ended</u>		<u>For the Six Months Ended</u>	
	<u>June 30, 2021</u>	<u>June 30, 2020</u>	<u>June 30, 2021</u>	<u>June 30, 2020</u>
	(unaudited)	(unaudited)	(unaudited)	(unaudited)
<b>Revenues</b>	\$ 226,726	\$ 816,416	\$ 605,900	\$ 3,418,835
<b>Cost of revenues</b>	165,731	481,038	463,277	2,505,320
<b>Gross margin</b>	60,995	335,378	142,623	913,515
<b>Operating expenses</b>				
Share-based compensation	287,348	19,426	384,777	40,597
Salaries and benefits	393,142	230,786	847,146	466,336
Consulting fees	774,318	108,353	2,514,326	226,160
General and administrative	220,597	221,057	1,084,083	451,939
<b>Total operating expenses</b>	1,675,405	579,622	4,830,332	1,185,032
<b>Loss from operations</b>	(1,614,410)	(244,244)	(4,687,709)	(271,517)
<b>Other income (expenses)</b>				
Interest expense	(245,419)	(156,199)	(469,511)	(312,540)
Other income	6,624	10,000	835,140	10,000
<b>Total other income (expenses)</b>	(238,795)	(146,199)	365,629	(302,540)
<b>Loss before income tax provision</b>	(1,853,205)	(390,443)	(4,322,080)	(574,057)
<b>Income tax provision</b>	-	-	-	-
<b>Net loss</b>	(1,853,205)	(390,443)	(4,322,080)	(574,057)
<b>Series A Preferred dividends</b>	12,954	-	69,852	-

Net loss attributable to common stockholders	\$ (1,840,251)	\$ (390,443)	\$ (4,252,228)	\$ (574,057)
Loss per share - basic	\$ (0.51)	\$ (0.11)	\$ (1.20)	\$ (0.16)
Loss per share - diluted	\$ (0.51)	\$ (0.11)	\$ (1.20)	\$ (0.16)
Weighted average common shares outstanding - basic	3,618,420	3,506,752	3,534,546	3,506,752
Weighted average common shares outstanding - diluted	3,618,420	3,506,752	3,534,546	3,506,752

See accompanying notes to the unaudited condensed consolidated financial statements.

F-3

**Creek Road Miners, Inc.**  
**Condensed Consolidated Statement of Stockholders' Deficit**  
**(unaudited)**

For the Three Months Ended June 30, 2021

	Series A Preferred Stock Par value \$0.0001		Series B Preferred Stock Par value \$0.0001		Common Stock Par value \$0.0001		Additional Paid In Capital	Accumulated Deficit	Non- controlling Interest	Stockholders' Deficit
	Shares	Amount	Shares	Amount	Shares	Amount				
Balance, March 31, 2021	217,274	\$ 21	2,000	\$ -	3,506,752	\$ 351	\$ 26,968,655	\$ (32,508,021)	\$ (12,498)	\$ (5,551,492)
Share-based compensation	9,249	1	-	-	-	-	189,869	-	-	189,870
Issuance of common stock – net of offering costs	-	-	-	-	122,700	12	43,163	-	-	43,175
Issuance of Series B preferred shares and warrants – net of offering costs	-	-	500	-	-	-	460,000	-	-	460,000
Series A Preferred declared dividends	-	-	-	-	-	-	(12,954)	-	-	(12,954)
Net loss	-	-	-	-	-	-	-	(1,853,205)	-	(1,853,205)
Balance, June 30, 2021	226,523	\$ 22	2,500	\$ -	3,629,452	\$ 363	\$ 27,648,733	\$ (34,361,226)	\$ (12,498)	\$ (6,724,606)

For the Three Months Ended June 30, 2020

	Series A Preferred Stock Par value \$0.0001		Series B Preferred Stock Par value \$0.0001		Common Stock Par value \$0.0001		Additional Paid In	Accumulated	Non- controlling	Stockholders'
	Shares	Amount	Shares	Amount	Shares	Amount	Capital	Deficit	Interest	Deficit
Balance, March 31, 2020	-	\$ -	288,448	\$ 29	3,506,752	\$ 351	\$ 21,875,305	\$ (28,672,802)	\$ (12,498)	\$ (6,790,189)
Share-based compensation	-	-	-	-	-	-	19,426	-	-	19,426
Net loss	-	-	-	-	-	-	-	(390,443)	-	(390,443)
Balance, June, 2020	-	\$ -	288,448	\$ 29	3,506,752	\$ 351	\$ 21,894,731	\$ (28,672,802)	\$ (12,498)	\$ (6,790,189)

See accompanying notes to the unaudited condensed consolidated financial statements.

F-4

**Creek Road Miners, Inc.**  
**Condensed Consolidated Statement of Stockholders' Deficit**  
**(unaudited)**

For the Six Months Ended June 30, 2021

	Series A Preferred Stock Par value \$0.0001		Series B Preferred Stock Par value \$0.0001		Common Stock Par value \$0.0001		Additional Paid In	Accumulated	Non- controlling	Stockholders'
	Shares	Amount	Shares	Amount	Shares	Amount	Capital	Deficit	Interest	Deficit
Balance, December 31, 2020	173,974	\$ 17	-	\$ -	3,506,752	\$ 351	\$ 23,206,367	\$ (30,039,146)	\$ (12,498)	\$ (6,844,909)
Share-based compensation	52,549	5	-	-	-	-	721,174	-	-	721,179
Warrants issued for services	-	-	-	-	-	-	1,562,881	-	-	1,562,881
Issuance of common stock – net of offering costs	-	-	-	-	122,700	12	43,163	-	-	43,175
Issuance of Series B preferred shares and warrants –	-	-	2,500	1	-	-	2,185,000	-	-	2,185,000

net of offering costs												
Series A Preferred declared dividends	-	-	-	-	-	-	-	(69,852)	-	-	-	(69,852)
Net loss	-	-	-	-	-	-	-	-	(4,322,080)	-	-	(4,322,080)
Balance, June 30, 2021	226,523	\$ 22,500	\$ -	3,629,452	\$ 363	\$ 27,648,733	\$ (34,361,226)	\$ (12,498)	\$ (6,724,606)			

For the Six Months Ended June 30, 2020

	Series A Preferred Stock Par value \$0.0001		Series B Preferred Stock Par value \$0.0001		Common Stock Par value \$0.0001		Additional Paid In Capital	Accumulated Deficit	Non-controlling Interest	Stockholders' Deficit
	Shares	Amount	Shares	Amount	Shares	Amount				
Balance, December 31, 2019	-	\$ -	288,448	\$ 29	3,506,752	\$ 351	\$ 21,854,134	\$ (28,098,745)	\$ (12,498)	\$ (6,256,729)
Share-based compensation	-	-	-	-	-	-	40,597	-	-	40,597
Net loss	-	-	-	-	-	-	-	(574,057)	-	(574,057)
Balance, June, 2020	-	\$ -	288,448	\$ 29	3,506,752	\$ 351	\$ 21,894,731	\$ (28,672,802)	\$ (12,498)	\$ (6,790,189)

See accompanying notes to the unaudited condensed consolidated financial statements.

F-5

**Creek Road Miners, Inc.**  
**Condensed Consolidated Statements of Cash Flows**

	For the Six Months Ended	
	June 30, 2021 (unaudited)	June 30, 2020 (unaudited)
<b>Cash Flows From Operating Activities:</b>		
Net loss	\$ (4,322,080)	\$ (574,057)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	20,646	12,890
Accretion of debt discount	148,220	14,718
Right-of-use asset amortization	(1,001)	892
Share-based compensation	2,284,060	40,597
Gain on write-off of CONtv joint venture	(224,241)	-
Changes in operating assets and liabilities:		
Accounts receivable	(4,107)	(13,135)
Inventory	(160,326)	(220,641)
Prepaid convention expenses	3,625	342,283
Prepaid expenses	(240,154)	6,154



Security deposits	(4,374)	-
Accounts payable and accrued expenses	(65,720)	853,821
Unearned revenue	(180,808)	(841,264)
<b>Net Cash Used In Operating Activities</b>	<b>(2,746,260)</b>	<b>(398,843)</b>
<b>Cash Flows from Investing Activities:</b>		
Purchase of intangibles	-	(139,124)
Purchase of property and equipment	(23,903)	(19,327)
<b>Net Cash Used In Investing Activities</b>	<b>(23,906)</b>	<b>(158,451)</b>
<b>Cash Flows from Financing Activities:</b>		
Proceeds from issuance of Series B preferred shares and warrants - net	2,185,000	-
Proceeds from issuance of common stock - net	43,175	-
Proceeds from notes payable	197,662	347,500
<b>Net Cash Provided by Financing Activities</b>	<b>2,425,837</b>	<b>347,500</b>
<b>Net change in cash and cash equivalents</b>	<b>(344,326)</b>	<b>(209,794)</b>
<b>Cash and cash equivalents at beginning of reporting period</b>	<b>1,897,703</b>	<b>2,777,654</b>
<b>Cash and cash equivalents at end of reporting period</b>	<b>\$ 1,553,377</b>	<b>2,567,860</b>
<b>Supplemental disclosures of cash flow information:</b>		
Interest paid	\$ -	\$ -
Income tax paid	\$ -	\$ -
<b>Supplemental disclosure of noncash investing and financing activities:</b>		
Deemed dividend	\$ 69,852	\$ -

See accompanying notes to the unaudited condensed financial statements.

F-6

**Creek Road Miners, Inc.**  
**June 30, 2021**  
**Notes to the Condensed Consolidated Financial Statements**

**Note 1 – Organization and Operations**

*Creek Road Miners, Inc.*

Creek Road Miners, Inc., formerly known as Wizard Brands, Inc., formerly GoEnergy, Inc., Wizard World, Inc., and Wizard Entertainment, Inc. (“Creek Road” or the “Company”) was incorporated on May 2, 2001, under the laws of the State of Delaware. The Company, through its operating subsidiary, is a producer of pop culture and live multimedia conventions across North America. Effective October 5, 2018, the Company changed its name to Wizard Entertainment, Inc. On July 29, 2020, the Company changed its name to Wizard Brands, Inc. On July 9, 2021, the Company changed its name to Creek Road Miners, Inc.

*Recent Developments*

During the six months ended June 30, 2021, the Company decided to enter the consumer category of digital products known as Non-Fungible Tokens (“NFTs”). NFTs are collectibles where various objects (including pictures, music and video) are digitized. The digital version of the object is sold as a unique, blockchain-authenticated collectible. As part of a move to expand the current NFT minting activities into mining cryptocurrencies, the Company changed its name from Wizard Brands, Inc. to Creek Road Miners, Inc. as noted above. The Company intends

to develop and operate, “scaled-up,” bitcoin manufacturing facilities using natural gas to power operations. The first Creek Road Miners facility is expected to be completed and fully operational by the end of 2021 and followed by an aggressive schedule for developing additional sites.

## Note 2 – Going Concern Analysis

### *Going Concern Analysis*

The Company had a loss from operations of \$4,322,080 and \$574,057 for the six months ended June 30, 2021 and 2020, respectively. On June 30, 2021, we had cash and cash equivalents of approximately \$1.6 million and a working capital deficit of approximately \$4.3 million. We have evaluated the significance of these conditions in relation to our ability to meet our obligations, which had previously raised doubts about the Company’s ability to continue as a going concern through August 2022. However, the Company believes that the effects of the expansion of virtual activities and e-commerce along with the entry into new business verticals will guide the Company in a positive direction as we continue to strive to attain profitability.

Because of the ongoing situation with the Covid-19 virus, the Company was unable to produce any live events from and after the First Quarter of 2020. In the face of the impact of Covid-19 on live events generally, the Company has focused on producing virtual events. The first such virtual event was an interactive fan experience which took place on March 31, 2020 and since that time the Company has produced approximately 400 virtual events. In addition, the Company has moved into e-commerce with online sales of collectables and the creation of the “Wizard World Vault” as a site for consumers to purchase pop-culture memorabilia and collectables.

On March 29, 2021, the Company entered into a Securities Purchase Agreement (the “Leviston Purchase Agreement”) with Leviston Resources LLC (“Leviston”) dated March 26, 2021, pursuant to which the Company sold to Leviston, and the Leviston purchased from the Company, 5,000 shares of the Company’s Series B Preferred Stock, par value \$0.0001 per share Series B Preferred Stock with an aggregate stated value of \$5,400,000, a Series B Preferred Stock Purchase Warrant to purchase 5,000 shares of Series B Preferred Stock, having a term expiring on March 26, 2023 and a per share exercise price (subject to adjustment for stock splits, reverse stock splits, mergers or reorganizations, and similar changes affecting shares of the Company’s common stock, par value \$0.0001 per share and/or securities entitling the holder thereof to acquire shares of Common Stock, as applicable) of \$1,000 (the “Series 1 Warrant”), and a Series B Preferred Stock Purchase Warrant to purchase 5,000 shares of Series B Preferred Stock, having a term expiring on March 26, 2024 and a per share exercise price (subject to adjustment for stock splits, reverse stock splits, mergers or reorganizations, and similar changes affecting shares of Common Stock and/or securities entitling the holder thereof to acquire shares of Common Stock, as applicable) of \$1,000 (the “Series 2 Warrant” and together with the Series 1 Warrant, the “Warrants,” and together with the Closing Shares, the “Securities”). The aggregate purchase price for the Securities is \$5,000,000, which Leviston will pay as follows: \$2,000,000 on the Closing Date; \$500,000 on or before the date that is three business days from the date that the Company files a registration statement relating to the shares of Common Stock issuable upon conversion of the Closing Shares and the shares of Series B Preferred Stock issuable upon exercise of the Warrants; and \$2,500,000 on or before the date that is three business days from the date that such registration statement is declared effective in accordance with the terms and provisions of the Registration Rights Agreement.

F-7

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On July 16, 2021, the parties to the Leviston Purchase Agreement amended the agreements as necessary to achieve the following results: The Series B Preferred Stock is now convertible at a price (as adjusted, “Series B Conversion Price”) equal to the lesser of (x) \$4.52 and (y) 85% of the lowest variable weighted average price (“VWAP”) of the Common Stock on a trading day during the 10 trading days prior to and ending on, and including, the date of conversion, subject to a conversion price floor of \$1.00, but not to exceed \$1.50, subject to further adjustment in the event that the Company, subject to certain exemptions, disposes of or issues any common stock or securities convertible into, exercisable, or exchangeable for common stock for no consideration or for consideration less than the applicable Series B Conversion Price in effect immediately prior to such issuance.

In addition to its cost containment strategies, the Company identified opportunities to rapidly move into the areas of (i) retailing collectables, (ii) providing virtual opportunities to fans to interact with celebrities, (iii) creating live and virtual events and conferences focused on new subject matter and affinities, and (iv) engaging in M&A opportunities. The Company initiated these activities in 2020.

Additionally, if necessary, management believes that both related parties (management and members of the Board of Directors of the Company) and potential external sources of debt and/or equity financing may be obtained based on management’s history of being able to raise capital from both internal and external sources coupled with current favorable market conditions. It is understood however, that although there is a recent history of related-parties providing a source of financing, there is no absolute certainty that any such related-party financing can be obtained on a going-forward basis. Therefore, the accompanying condensed consolidated financial statements have been prepared assuming that the Company will continue as a going concern.

The condensed consolidated financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classification of liabilities that may result from the matters discussed herein. While the Company believes in the viability of management's strategy to generate sufficient revenue, control costs and the ability to raise additional funds if necessary. There can be no assurances to that effect. The Company's ability to continue as a going concern is dependent upon the ability to further implement the business plan, generate sufficient revenues and to control operating expenses.

### **Note 3 – Significant and Critical Accounting Policies and Practices**

The management of the Company is responsible for the selection and use of appropriate accounting policies and their application. Critical accounting policies and practices are those that are both most important to the portrayal of the Company's financial condition and results and require management's most difficult, subjective, or complex judgments, often as a result of the need to make estimates about the effects of matters that are inherently uncertain. The Company's significant and critical accounting policies and practices are disclosed below as required by generally accepted accounting principles.

#### *Basis of Presentation - Unaudited Interim Financial Information*

The accompanying unaudited condensed consolidated financial statements and related notes have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") for interim financial information, and in accordance with the rules and regulations of the United States Securities and Exchange Commission (the "SEC") with respect to Form 10-Q and Article 8 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by U.S. GAAP for complete financial statements. The unaudited condensed consolidated financial statements furnished reflect all adjustments (consisting of normal recurring accruals) which are, in the opinion of management, necessary to a fair statement of the results for the interim periods presented. Interim results are not necessarily indicative of the results for the full year. These unaudited condensed consolidated financial statements should be read in conjunction with the consolidated financial statements of the Company for the year ended December 31, 2020 and notes thereto contained in the Company's Annual Report on Form 10-K for the year ended December 31, 2020, as filed with the SEC on March 29, 2021.

F-8

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#### *Use of Estimates and Assumptions and Critical Accounting Estimates and Assumptions*

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

#### *Principles of Consolidation*

The condensed consolidated financial statements include all accounts of the entities as of the reporting period ending date(s) and for the reporting period(s).

All inter-company balances and transactions have been eliminated. Non-controlling interest represents the minority equity investment in the Company's subsidiaries, plus the minority investors' share of the net operating results and other components of equity relating to the non-controlling interest.

As of June 30, 2021 and December 31, 2020, the aggregate non-controlling interest in ButtaFyngas was (\$12,498). The non-controlling interest is separately disclosed on the Condensed Consolidated Balance Sheet.

#### *Cash and Cash Equivalents*

The Company considers investments with original maturities of three months or less to be cash equivalents.

The Company minimizes its credit risk associated with cash by periodically evaluating the credit quality of its primary financial institution. The balance at times may exceed federally insured limits.

#### *Fair Value of Financial Instruments*

For purpose of this disclosure, the fair value of a financial instrument is the amount at which the instrument could be exchanged in a current transaction between willing parties, other than in a forced sale or liquidation. The carrying amount of the Company's short-term financial instruments approximates fair value due to the relatively short period to maturity for these instruments.

### Accounts Receivable and Allowance for Doubtful Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. The Company generally does not require collateral to support customer receivables. The Company provides an allowance for doubtful accounts based upon a review of the outstanding accounts receivable, historical collection information and existing economic conditions. The Company determines if receivables are past due based on days outstanding, and amounts are written off when determined to be uncollectible by management. The maximum accounting loss from the credit risk associated with accounts receivable is the amount of the receivable recorded, which is the face amount of the receivable net of the allowance for doubtful accounts. As of June 30, 2021 and December 31, 2020, the allowance for doubtful accounts was \$0.

### Inventories

Inventories are stated at average cost using the first-in, first-out (FIFO) valuation method. Inventory was comprised of the following:

	<u>June 30, 2021</u>	<u>December 31, 2020</u>
Finished goods	\$ 302,220	\$ 220,641

F-9

### Property and Equipment

Property and equipment are recorded at cost. Expenditures for major additions and betterments are capitalized. Maintenance and repairs are charged to operations as incurred. Depreciation is computed by the straight-line method (after taking into account their respective estimated residual values) over the estimated useful lives of the respective assets as follows:

	<u>Estimated Useful Life (Years)</u>
Computer equipment	3
Equipment	2-5
Furniture and fixture	7
Leasehold improvements	*

(\*) Amortized on a straight-line basis over the term of the lease or the estimated useful lives, whichever period is shorter.

Upon sale or retirement of property and equipment, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is reflected in the condensed consolidated statements of operations.

### Intangible assets

Intangible assets represent intangible assets acquired in connection with the Company's purchase of Jevo patents and technology. The transaction was not a business combination or acquisition of a business.

The intangible assets are amortized using a straight-line method consistent with the expected future cash flows related to the intangible asset, which has been determined to be ten (10) years. Amortized intangible assets are reviewed for impairment whenever events or changes in circumstances exist that indicate the carrying amount of an asset may not be recoverable. When indicators of impairment exist, an estimate of undiscounted net cash flows is used in measuring whether the carrying amount of the asset or related asset group is recoverable.

Measurement of the amount of impairment, if any, is based upon the difference between the asset or asset group's carrying value and fair value. Fair value is determined through various valuation techniques, including market and income approaches as considered necessary. No impairment has been recorded as of June 30, 2021.

### Investments - Cost Method, Equity Method and Joint Venture

In accordance with sub-topic 323-10 of the FASB ASC (“Sub-topic 323-10”), the Company accounts for investments in common stock of an investee for which the Company has significant influence in the operating or financial policies even though the Company holds 50% or less of the common stock or in-substance common stock.

#### Method of Accounting

Investments held in stock of entities other than subsidiaries, namely corporate joint ventures and other non-controlled entities usually are accounted for by one of three methods: (i) the fair value method (addressed in Topic 320), (ii) the equity method (addressed in Topic 323), or (iii) the cost method (addressed in Subtopic 325-20). Pursuant to Paragraph 323-10-05-5, the equity method tends to be most appropriate if an investment enables the investor to influence the operating or financial policies of the investee.

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F-10

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#### Investment in CONtv

The Company currently holds a limited and passive interest of 10% in CONtv, a joint venture with third parties and Bristol Capital, LLC (a related party controlled by a member of the Board). CONtv is a digital network devoted to fans of pop culture entertainment and is inactive.

For the three and six months ended June 30, 2021 and 2020, the Company recognized \$0 losses from this venture, respectively.

As of June 30, 2021 and December 31, 2020, the investment in CONtv was \$0.

As of June 30, 2021 and December 31, 2020, the amount due to CONtv was \$0 and \$224,241, respectively.

#### Fair Value of Measurements

The Company follows ASC 820-10 of the FASB Accounting Standards Codification to measure the fair value of its financial instruments and disclosures about fair value of its financial instruments. ASC 820-10 establishes a framework for measuring fair value in accounting principles generally accepted in the United States of America (U.S. GAAP), and expands disclosures about fair value measurements. To increase consistency and comparability in fair value measurements and related disclosures, ASC 820-10 establishes a fair value hierarchy which prioritizes the inputs to valuation techniques used to measure fair value into three (3) broad levels. The three (3) levels of fair value hierarchy defined by ASC 820-10 are described below:

- Level 1      Quoted market prices available in active markets for identical assets or liabilities as of the reporting date.
- Level 2      Pricing inputs other than quoted prices in active markets included in Level 1, which are either directly or indirectly observable as of the reporting date.
- Level 3      Pricing inputs that are generally unobservable inputs and not corroborated by market data.

Financial assets are considered Level 3 when their fair values are determined using pricing models, discounted cash flow methodologies or similar techniques and at least one significant model assumption or input is unobservable.

The fair value hierarchy gives the highest priority to quoted prices (unadjusted) in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. If the inputs used to measure the financial assets and liabilities fall within more than one level described above, the categorization is based on the lowest level input that is significant to the fair value measurement of the instrument.

The carrying amounts of the Company’s financial assets and liabilities, such as cash, accounts receivable, inventory, prepaid expenses and other current assets, accounts payable and accrued expenses approximate their fair values because of the short maturity of these instruments.

Transactions involving related parties typically cannot be presumed to be carried out on an arm’s-length basis, as the requisite conditions of competitive, free-market dealings may not exist. However, in the case of the convertible promissory note discussed in Note 5, the Company obtained a fairness opinion from an independent third party which supports that the transaction was carried out at an arm’s length basis.

#### Revenue Recognition and Cost of Revenues

The Company follows the FASB Accounting Standards Codification ASC 606 for revenue recognition. The Company will recognize revenue when it is realized or realizable and earned. The Company considers revenue realized or realizable and earned when all of the following criteria are met:

1) *Identify the contract with a customer*

A contract with a customer exists when (i) the Company enters into an enforceable contract with a customer that defines each party's rights regarding the services to be transferred and identifies the payment terms related to these services, (ii) the contract has commercial substance and, (iii) the Company determines that collection of substantially all consideration for services that are transferred is probable based on the customer's intent and ability to pay the promised consideration. The Company applies judgment in determining the customer's ability and intention to pay, which is based on a variety of factors including the customer's historical payment experience or, in the case of a new customer, published credit and financial information pertaining to the customer.

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F-11

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2) *Identify the performance obligations in the contract*

Performance obligations promised in a contract are identified based on the services that will be transferred to the customer that are both capable of being distinct, whereby the customer can benefit from the service either on its own or together with other resources that are readily available from third parties or from the Company, and are distinct in the context of the contract, whereby the transfer of the services is separately identifiable from other promises in the contract. To the extent a contract includes multiple promised services, the Company must apply judgment to determine whether promised services are capable of being distinct and distinct in the context of the contract. If these criteria are not met the promised services are accounted for as a combined performance obligation.

3) *Determine the transaction price*

The transaction price is determined based on the consideration to which the Company will be entitled in exchange for transferring services to the customer. To the extent the transaction price includes variable consideration, the Company estimates the amount of variable consideration that should be included in the transaction price utilizing either the expected value method or the most likely amount method depending on the nature of the variable consideration. Variable consideration is included in the transaction price if, in the Company's judgment, it is probable that a significant future reversal of cumulative revenue under the contract will not occur. None of the Company's contracts as of June 30, 2021 contained a significant financing component.

4) *Allocate the transaction price to performance obligations in the contract*

If the contract contains a single performance obligation, the entire transaction price is allocated to the single performance obligation. However, if a series of distinct services that are substantially the same qualifies as a single performance obligation in a contract with variable consideration, the Company must determine if the variable consideration is attributable to the entire contract or to a specific part of the contract. For example, a bonus or penalty may be associated with one or more, but not all, distinct services promised in a series of distinct services that forms part of a single performance obligation. Contracts that contain multiple performance obligations require an allocation of the transaction price to each performance obligation based on a relative standalone selling price basis unless the transaction price is variable and meets the criteria to be allocated entirely to a performance obligation or to a distinct service that forms part of a single performance obligation. The Company determines standalone selling price based on the price at which the performance obligation is sold separately. If the standalone selling price is not observable through past transactions, the Company estimates the standalone selling price taking into account available information such as market conditions and internally approved pricing guidelines related to the performance obligations.

5) *Recognize revenue when or as the Company satisfies a performance obligation*

The Company satisfies performance obligations either over time or at a point in time. Revenue is recognized at the time the related performance obligation is satisfied by transferring a promised service to a customer.

Convention revenue is generally earned upon completion of the convention. Unearned convention revenue is deposits received for conventions that have not yet taken place, which are fully or partially refundable depending upon the terms and conditions of the agreements.

The Company recognizes cost of revenues in the period in which the revenues was earned. In the event the Company incurs cost of revenues for conventions that are yet to occur, the Company records such amounts as prepaid expenses and such prepaid expenses are expensed during the period the convention takes place.

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F-12

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**Disaggregation of Revenue from Contracts with Customers.** The following table disaggregates gross revenue by significant revenue stream for the six months ended June 30, 2021 and 2020:

	<b>For the Six Months Ended</b>	
	<b>June 30, 2021</b>	<b>June 30, 2020</b>
Conventions	\$ -	\$ 2,574,994
Virtual	263,309	757,258
Vault	244,865	113,583
Jevo	97,726	-
<b>Total revenue</b>	<b>\$ 605,900</b>	<b>\$ 3,418,835</b>

Shipping and Handling Costs

The Company accounts for shipping and handling fees in accordance with paragraph 605-45-45-19 of the FASB Accounting Standards Codification. While amounts charged to customers for shipping products are included in revenues, the related costs are classified in cost of revenue as incurred.

Shipping and handling costs were \$44,126 and \$0 for the six months ended June 30, 2021 and 2020, respectively.

Equity-based compensation

The Company recognizes compensation expense for all equity-based payments in accordance with ASC 718 “*Compensation – Stock Compensation*”. Under fair value recognition provisions, the Company recognizes equity-based compensation net of an estimated forfeiture rate and recognizes compensation cost only for those shares expected to vest over the requisite service period of the award.

Restricted stock awards are granted at the discretion of the Company. These awards are restricted as to the transfer of ownership and generally vest over the requisite service periods, typically over a four-year period (vesting on a straight-line basis). The fair value of a stock award is equal to the fair market value of a share of Company stock on the grant date.

The fair value of an option award is estimated on the date of grant using the Black-Scholes option valuation model. The Black-Scholes option valuation model requires the development of assumptions that are input into the model. These assumptions are the expected stock volatility, the risk-free interest rate, the expected life of the option, the dividend yield on the underlying stock and the expected forfeiture rate. Expected volatility is calculated based on the historical volatility of the Company’s Common stock over the expected option life and other appropriate factors. The expected option term is computed using the “simplified” method as permitted under the provisions of ASC 718-10-S99. The Company uses the simplified method to calculate expected term of share options and similar instruments as the Company does not have sufficient historical exercise data to provide a reasonable basis upon which to estimate expected term. Risk-free interest rates are calculated based on continuously compounded risk-free rates for the appropriate term. The dividend yield is assumed to be zero as the Company has never paid or declared any cash dividends on the Common stock of the Company and does not intend to pay dividends on the Common stock in the foreseeable future. The expected forfeiture rate is estimated based on historical experience.

Determining the appropriate fair value model and calculating the fair value of equity-based payment awards requires the input of the subjective assumptions described above. The assumptions used in calculating the fair value of equity-based payment awards represent management’s best estimates, which involve inherent uncertainties and the application of management’s judgment. As a result, if factors change and the Company uses different assumptions, the equity-based compensation could be materially different in the future. In addition, the Company is required to estimate the expected forfeiture rate and recognize expense only for those shares expected to vest. If the actual forfeiture rate is materially different from the Company’s estimate, the equity-based compensation could be significantly different from what the Company has recorded in the current period.

Income Taxes

The Company follows the asset and liability method of accounting for income taxes under FASB ASC 740, “*Income Taxes*.” Deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred income tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that included the enactment date. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized.

FASB ASC 740 prescribes a recognition threshold and a measurement attribute for the financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more likely than not to be sustained upon examination by taxing authorities. There were no unrecognized tax benefits as of June 30, 2021 and December 31, 2020. The Company recognizes accrued interest and penalties related to unrecognized tax benefits as income tax expense. No amounts were accrued for the payment of interest and penalties as of June 30, 2021 and December 31, 2020. The Company is currently not aware of any issues under review that could result in significant payments, accruals or material deviation from its position. The Company is subject to income tax examinations by major taxing authorities since inception.

The Company may be subject to potential examination by federal, state, and city taxing authorities in the areas of income taxes. These potential examinations may include questioning the timing and amount of deductions, the nexus of income among various tax jurisdictions, and compliance with federal, state, and city tax laws. The Company's management does not expect that the total amount of unrecognized tax benefits will materially change over the next twelve months.

The Company is no longer subject to tax examinations by tax authorities for years prior to 2018.

### Earnings per Share

Earnings per share ("EPS") is the amount of earnings attributable to each share of common stock. For convenience, the term is used to refer to either earnings or loss per share. EPS is computed pursuant to Section 260-10-45 of the FASB Accounting Standards Codification. Pursuant to ASC Paragraphs 260-10-45-10 through 260-10-45-16, basic EPS shall be computed by dividing income available to common stockholders (the numerator) by the weighted-average number of common shares outstanding (the denominator) during the period. Income available to common stockholders shall be computed by deducting both the dividends declared in the period on preferred stock (whether or not paid) and the dividends accumulated for the period on cumulative preferred stock (whether or not earned) from income from continuing operations (if that amount appears in the income statement) and also from net income. The computation of diluted EPS is similar to the computation of basic EPS except that the denominator is increased to include the number of additional common shares that would have been outstanding if the dilutive potential common shares had been issued during the period to reflect the potential dilution that could occur from common shares issuable through contingent shares issuance arrangement, stock options or warrants.

The following table shows the outstanding dilutive common shares excluded from the diluted net income (loss) per share calculation as they were anti-dilutive:

	Contingent shares issuance arrangement, stock options or warrants	
	For the Six Months Ended June 30, 2021	For the Six Months Ended June 30, 2020
Convertible note	833,333	833,333
Common stock options	789,250	226,000
Common stock warrants	11,000,000	1,133,333
<b>Total contingent shares issuance arrangement, stock options or warrants</b>	<b>12,622,583</b>	<b>2,192,666</b>

### Reclassification

Certain prior period amounts have been reclassified to conform to current period presentation.

### Recently Adopted Accounting Guidance

In December 2019, the FASB issued ASU 2019-12, *Income Taxes (Topic 740): "Simplifying the Accounting for Income Taxes"*, which is intended to simplify the accounting for income taxes by removing certain exceptions to the general principles in Topic 740 and by clarifying and amending existing guidance to improve consistent application. This ASU is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2020. Early adoption is permitted. Certain amendments within this ASU are required to be applied on a retrospective basis, certain other amendments are required to be applied on a modified retrospective basis and all other amendments



on a prospective basis. The adoption of ASU 2019-12 did not have a material impact on the Company’s financial statement presentation or disclosures.

Recently Issued Accounting Pronouncements

In March 2020, the FASB issued ASU No. 2020-04, “Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting.” ASU 2020-04 provides optional expedients and exceptions to account for contracts, hedging relationships and other transactions that reference LIBOR or another reference rate if certain criteria are met. The amendments of ASU No. 2020-04 are effective immediately, as of March 12, 2020, and may be applied prospectively to contract modifications made and hedging relationships entered into on or before December 31, 2022. The Company is evaluating the impact that the amendments of this standard would have on the Company’s consolidated financial statements.

In August 2020, the FASB issued ASU 2020-06, Debt—“Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging—Contracts in Entity’s Own Equity (Subtopic 815-40): Accounting for Convertible Instruments and Contracts in an Entity’s Own Equity”. This ASU amends the guidance on convertible instruments and the derivatives scope exception for contracts in an entity’s own equity, and also improves and amends the related EPS guidance for both Subtopics. The ASU will be effective for annual reporting periods after December 15, 2021 and interim periods within those annual periods and early adoption is permitted. The Company is currently evaluating the impact of the new guidance on its consolidated financial statements.

Management has evaluated all recent accounting pronouncements as issued by the FASB in the form of Accounting Standards Updates (“ASU”) through the date these financial statements were available to be issued and found no recent accounting pronouncements issued, but not yet effective accounting pronouncements, when adopted, will have a material impact on the financial statements of the Company.

**Note 4 – Property and Equipment**

Property and equipment stated at cost, less accumulated depreciation and amortization, consisted of the following:

	June 30, 2021	June 30, 2020
Computer Equipment	\$ 50,888	\$ 36,525
Equipment	484,069	474,069
Furniture and Fixtures	65,465	63,925
Vehicles	15,000	57,500
Leasehold Improvements	27,095	22,495
	618,154	590,814
Less: Accumulated depreciation	(574,159)	(539,085)
	<u>\$ 68,358</u>	<u>\$ 50,829</u>

Depreciation expense was \$6,722 and \$12,890 for the six months ended June 30, 2021 and 2020, respectively.

**Note 5 – Related Party Transactions**

Consulting Agreement

On December 29, 2016, the Company entered into a Consulting Services Agreement (the “Consulting Agreement”) with Bristol Capital, LLC, a Delaware limited liability company (“Bristol”) managed by Paul L. Kessler, the Chairman of the Company. Pursuant to the Consulting Agreement, Mr. Kessler will serve as Executive Chairman of the Company. The initial term of the Agreement is from December 29, 2016 through March 28, 2017 (the “Initial Term”). The term of the Consulting Agreement will be automatically extended for additional terms of 90-day periods each (each a “Renewal Term” and together with the Initial Term, the “Term”), unless either the Company or Bristol gives prior written notice of non-renewal to the other party no later than thirty (30) days prior to the expiration of the then current Term.

During the Term, the Company will pay Bristol a monthly fee (the “Monthly Fee”) of Eighteen Thousand Seven Hundred Fifty and No/100 Dollars (\$18,750). This agreement has been amended so that the monthly fee owed to Bristol may now, at the option of the Company, be paid in preferred stock.

In addition, upon execution of the Consulting Agreement, the Company granted to Bristol options to purchase up to an aggregate of 30,000 shares of the Company’s common stock.

During the six months ended June 30, 2021 and 2020, the Company incurred expenses of approximately \$112,500 for each period for services provided by Bristol, respectively. On November 22, 2018, the Board of Directors of the Company decided to issue 210,982 shares of Preferred stock (“2018 Bristol shares”) for settlement of the outstanding fees due to Bristol totaling \$496,875. At June 30, 2021 and December 31, 2020, the Company accrued \$112,500 and \$0, respectively, of net monthly fees due to Bristol. On August 3, 2020, the Board of Directors resolved to convert the total amount of debt owed to Bristol of \$384,375, as of July 31, 2020, into 38,438 shares of Series A Preferred stock. In addition, on August 3, 2020, as ratified on August 21, 2020 the Board of Directors elected to cancel the 2018 Bristol shares and issue a new total of 88,125 shares of Series A Preferred stock (see Note 8). The Company issued 22,500 shares of Preferred series A stock for the services provided during the six months ended June 30, 2021.

#### Operating Sublease

On June 16, 2016, the Company entered into a Standard Multi-Tenant Sublease (“Sublease”) with Bristol Capital Advisors, LLC (“Bristol Capital Advisors”), an entity controlled by the Company’s Chairman of the Board. The leased premises are owned by an unrelated third party and Bristol Capital Advisors passes the lease costs down to the Company. The term of the Sublease is for 5 years and 3 months beginning on July 1, 2016 commencing with monthly payments of \$8,118. During the six months ended June 30, 2021 and 2020, the Company paid lease obligations \$28,129 and \$23,812, respectively, under the Sublease. See Note 8.

#### Loan from officer

During the year ended December 31, 2019, the CEO made a non-interest bearing loan to the Company of \$100,000. On August 3, 2020 the Board of Directors resolved to convert the total amount of debt (including loans made to the Company and deferred compensation) owed to John D. Maatta, as of July 31, 2020, into 35,074 shares of Series A Preferred Stock. In addition, on August 3, 2020, as ratified on August 21, 2020 the Board of Directors elected to cancel the 2018 Maatta shares previously issued for outstanding deferred compensation and issue a new total of 85,868 shares of Series A Preferred stock. As of June 30, 2021 and December 31, 2020 the outstanding balance under the loan payable was \$0.

F-16

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#### Securities Purchase Agreement

Effective December 1, 2016, the Company entered into the Purchase Agreement with Bristol Investment Fund, Ltd. (the “Purchaser”), an entity controlled by the Chairman of the Company’s Board of Directors, pursuant to which the Company sold to the Purchaser, for a cash purchase price of \$2,500,000, securities comprising: (i) the Debenture, (ii) Series A Warrants, and (iii) Series B Warrants. Pursuant to the Purchase Agreement, the Company paid \$25,000 to the Purchaser and issued to the Purchaser 25,000 shares of Common Stock with a grant date fair value of \$85,000 to cover the Purchaser’s legal fees. The Company recorded as a debt discount of \$25,791 related to the cash paid and the relative fair value of the shares issued to Purchaser for legal fees.

##### *(i) Debenture*

The Debenture with an initial principal balance of \$2,500,000, due December 30, 2018 (the “Maturity Date”), will accrue interest on the aggregate unconverted and then outstanding principal amount of the Debenture at the rate of 12% per annum. Interest is payable quarterly on (i) January 1, April 1, July 1 and October 1, beginning on January 1, 2017, (ii) on each date the Purchaser converts, in whole or in part, the Debenture into Common Stock (as to that principal amount then being converted), and (iii) on the day that is 20 days following the Company’s notice to redeem some or all of the of the outstanding principal of the Debenture (only as to that principal amount then being redeemed) and on the Maturity Date. The Debenture is convertible into shares of the Company’s Common Stock at any time at the option of the holder, at an initial conversion price of \$3.00 (as converted) per share, subject to adjustment. In the event of default occurs, the conversion price shall be the lesser of (i) the initial conversion price of \$3.00 and (ii) 50% of the average of the 3 lowest trading prices during the 20 trading days immediately prior to the applicable conversion date. The debenture contains a “ratchet” provisions that adjusts the conversion rate of the debenture to the lowest rate the Company has agreed to issue stock. The effect of repricing board and employee options to \$0.25 reset the conversion rates of the debenture to \$0.25. In light of the financial stress Covid-19 has placed on the Company the holder of the debenture has agreed to not require payment due under each of the outstanding debenture until December 31, 2022.

##### *(ii) Series A Warrants*

The Series A Warrants to acquire up to 833,333 shares of Common Stock at the Series A Initial Exercise Price of \$3.00 and expiring on December 1, 2021. The Warrants may be exercised immediately upon the issuance date, upon the option of the holder. The exercise price has now been adjusted to \$0.25 and the exercise date has been extended.

### (iii) *Series B Warrants*

The Series B Warrants to acquire up to 833,333 shares of Common Stock at the Series B Initial Exercise Price of \$0.0001 and expiring on December 1, 2021. The Series B Warrants were exercised immediately upon the issuance date. The Company received gross proceeds of \$1,667 upon exercise of the warrants.

Upon issuance of the note, the Company valued the warrants using the Black-Scholes Option Pricing model and accounted for it using the relative fair value of \$1,448,293 as debt discount on the condensed consolidated balance sheet. The debt discount is amortized over the earlier of (i) the term of the debt or (ii) conversion of the debt, using the effective interest method which approximates the interest method. The amortization of debt discount is included as a component of interest expense in the condensed consolidated statements of operations. There was unamortized debt discount of \$0 as of June 30, 2021 and December 31, 2020, which includes the debt discount recorded upon execution of the Securities Purchase Agreement discussed above.

### Investment in CONtv

The Company currently holds a limited and passive interest of 10% in CONtv, a joint venture with third parties and Bristol Capital, LLC (a related party controlled by a member of the Board). CONtv is a digital network devoted to fans of pop culture entertainment and is inactive.

For the six months ended June 30, 2021 and 2020, the Company recognized \$0 losses from this venture, respectively.

As of June 30, 2021 and December 31, 2020, the investment in CONtv was \$0.

As of June 30, 2021 and December 31, 2020, the amount due to CONtv was \$0 and \$224,241, respectively.

## **Note 6 – Notes Payable**

### Paycheck Protection Program

On March 27, 2020 the Coronavirus Aid, Relief, and Economic Security Act (the “*CARES Act*”) was enacted and included a provision for the Small Business Administration (“*SBA*”) to implement its Paycheck Protection Program (“*PPP*”). The PPP provides small businesses with funds to pay payroll costs, including some benefits over a covered period of up to 24 weeks. Funds received under the PPP may also be used to pay interest on mortgages, rent, and utilities. Subject to certain criteria being met, all or a portion of the loan may be forgiven. The loans bear interest at an annual rate of one percent (1%), are due two (2) years from the date of issuance, and all payments are deferred for the first six (6) months of the loan. Any unforgiven balance of loan principal and accrued interest at the end of the six (6) month loan deferral period is amortized in equal monthly installments over the remaining 18-months of the loan term. On April 30, 2020, the Company closed a \$197,600 SBA guaranteed PPP loan. The Company expects to use the loan proceeds as permitted and apply for and receive forgiveness for the entire loan amount. As of June 30, 2021, the outstanding balance under the loan was \$197,600.

On February 25, 2021, the Company closed on a \$197,662 SBA guaranteed PPP2 loan. The Company expects to use the loan proceeds as permitted and apply for and receive forgiveness for the entire loan amount. As of June 30, 2021, the outstanding balance under the loan was \$197,662.

### Small Business Administration Loan

On June 9, 2020, the Company executed a loan agreement with the SBA. The Company received aggregate proceeds of \$149,900 under the loan which shall accrue interest at a rate of 3.75% and will mature in June 2050. As of June 30, 2021 and December 31, 2020, the outstanding balance under the loan was \$149,900.

## **Note 7 – Convertible Debenture**

### Securities Purchase Agreement

Effective December 19, 2019, the Company entered into the Purchase Agreement with a Purchaser, pursuant to which the Company sold to the Purchaser, for a cash purchase price of \$2,500,000, securities comprising: (i) the Debenture and (ii) Series A Warrants. Pursuant to the Purchase Agreement, the Company paid \$25,400 to the Purchaser to cover the Purchaser’s legal fees. The Company recorded as a debt discount of \$25,400 related to the cash paid and the relative fair value of the shares issued to Purchaser for legal fees.

(i) *Debenture*

The Debenture with an initial principal balance of \$2,500,000, due December 30, 2021 (the “Maturity Date”), will accrue interest on the aggregate unconverted and then outstanding principal amount of the Debenture at the rate of 12% per annum. Interest is payable quarterly on (i) January 1, April 1, July 1 and October 1, beginning on January 1, 2020, (ii) on each date the Purchaser converts, in whole or in part, the Debenture into Common Stock (as to that principal amount then being converted), and (iii) on the day that is 20 days following the Company’s notice to redeem some or all of the of the outstanding principal of the Debenture (only as to that principal amount then being redeemed) and on the Maturity Date. The Debenture is convertible into shares of the Company’s Common Stock at any time at the option of the holder, at an initial conversion price of \$2.50 (as converted) per share, subject to adjustment. In the event of default occurs, the conversion price shall be the lesser of (i) the initial conversion price of \$2.50 and (ii) 50% of the average of the 3 lowest trading prices during the 20 trading days immediately prior to the applicable conversion date. In July 2020, the Purchaser agreed to extend the debenture a year as well as forbear any collection on the debenture up to December 30, 2022. The subject debenture contains a “ratchet” provisions that adjusts the conversion rates of the notes to the lowest rate the Company has agreed to issue stock. The effect of repricing board and employee options to \$0.25 reset the conversion rates the note to \$0.25. In light of the financial stress Covid-19 has placed on the Company the holder of the debenture has agreed to not require payment due under the outstanding debenture until December 31, 2022.

F-18

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(ii) *Warrants*

The Series A Warrants to acquire up to 3,000,000 shares of Common Stock at the Series A Initial Exercise Price of \$2.50 and expiring on December 1, 2024. The Warrants may be exercised immediately upon the issuance date, upon the option of the holder. The exercise price has now been adjusted to \$0.25.

Upon issuance of the note, the Company valued the warrants using the Black-Scholes Option Pricing model and accounted for it using the relative fair value of \$545,336 as debt discount on the condensed consolidated balance sheet. The debt discount is amortized over the earlier of (i) the term of the debt or (ii) conversion of the debt, using the effective interest method which approximates the interest method. The amortization of debt discount is included as a component of interest expense in the condensed consolidated statements of operations. There was unamortized debt discount of \$387,564 and \$510,384 as of June 30, 2021 and December 31, 2020, respectively, which includes the debt discount and debt issuance costs recorded upon execution of the Securities Purchase Agreement discussed above.

**Note 8 – Commitments and Contingencies**

*Separation and Consulting Agreement*

On February 20, 2021, the Company entered into a Separation and Consulting Agreement with Mr. John D. Maatta, the former President and Chief Executive Officer. Pursuant to the agreement, Mr. Maatta resigned from his position within the Company and will provide services on behalf of the Company and be paid a monthly fee of \$10,000. In addition, the Company granted 8,500 shares series A preferred stock for accrued and unpaid salary and vacation time.

*Consulting Agreement*

As discussed in Note 6, on December 29, 2016, the Company entered into a Consulting Services Agreement (the “Consulting Agreement”) with Bristol managed by Paul L. Kessler, the Chairman of the Company. Pursuant to the Consulting Agreement, Mr. Kessler will serve as Executive Chairman of the Company. The initial term of the Agreement is from December 29, 2016 through March 28, 2017 (the “Initial Term”). The term of the Consulting Agreement will be automatically extended for additional terms of 90-day periods each (each a “Renewal Term” and together with the Initial Term, the “Term”), unless either the Company or Bristol gives prior written notice of non-renewal to the other party no later than thirty (30) days prior to the expiration of the then current Term.

During the Term, the Company will pay Bristol a monthly fee (the “Monthly Fee”) of \$18,750. For services rendered by Bristol prior to entering into the Consulting Agreement, the Company will pay Bristol the Monthly Fee, pro-rated, for the time between September 1, 2016 and December 29, 2016. Bristol may also receive an annual bonus as determined by the Compensation Committee of the Company’s Board of Directors (the “Board”) and approved by the Board. Bristol has deferred payment of the monthly fees due from the Company as defined under the Consulting Agreement. On November 22, 2018, the Board of Directors of the Company decided to issue 201,982 shares of Preferred stock for settlement of the outstanding fees due to Bristol totaling \$496,875. The Company’s consulting agreement with Bristol Capital, LLC has been amended so that the monthly fee may now, at the option of the Company, be paid in preferred stock. On August 3, 2020 the Board of Directors resolved to convert the total amount of debt owed to Bristol of \$384,375, as of July 31, 2020, into 38,438 shares of Series A Preferred stock. In addition, on August 3, 2020, the Board of Directors elected to cancel the 2018 Bristol shares and issue 49,698 shares of

Series A Preferred stock. In March 2021, the Company granted an additional 22,500 shares of series A preferred stock for consulting services provided by Bristol during the six months ended June 30, 2021.

#### Appointment of Chief Executive Officer

On March 1, 2021, the Board of Directors approved the Employment Agreement, effective as of November 24, 2020 (the “Effective Date”), with Scott D. Kaufman to serve as the Company’s Chief Executive Officer for a term of two years, subject to automatic renewal for additional terms of one year unless either party gives prior written notice of non-renewal to the other party no later than 60 days prior to the expiration of the then-current term. Mr. Kaufman will receive an annual base salary of \$250,000, provided that until such time as the Company has positive net income on a consolidated basis with its subsidiaries for a period of six months, the Company, in its sole discretion, may elect to pay Mr. Kaufman his Base Salary, in whole or in part, in the form of the Company’s Series A Preferred Stock. Mr. Kaufman is also eligible to receive an annual bonus as determined by the Compensation Committee of the Board and as approved by the Board. The Board also agreed, during the term of Mr. Kaufman’s employment, to take reasonable steps to appoint him to the Board, to maintain such appointment, and to nominate him as a director for the purposes of any meeting or consent of the Company’s stockholders electing directors during the term of his employment.

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F-19

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#### Appointment of Chief Financial Officer

On March 1, 2021, the Board of Directors also approved the Employment Agreement, effective as of November 24, 2020 (the “Effective Date”), with Heidi C. Bowman to serve as the Company’s Chief Financial Officer for a term of two years, subject to automatic renewal for additional terms of one year unless either party gives prior written notice of non-renewal to the other party no later than 60 days prior to the expiration of the then-current term. Ms. Bowman will receive an annual base salary of \$120,000, provided that until such time as the Company has positive net income on a consolidated basis with its subsidiaries for a period of six months, the Company in its sole discretion, may elect to pay Ms. Bowman her Base Salary, in whole or in part, in the form of the Company’s Series A Preferred Stock. Ms. Bowman is also eligible to receive an annual bonus as determined by the Compensation Committee of the Board and as approved by the Board.

#### Financial Advisory Agreement

On March 24, 2021 the Company entered into an agreement with Kingswood Capital Markets (“Kingswood”), a division of Benchmark Investments, Inc. in connection with providing general financial advisory to the Company. Kingswood is a broker-dealer registered under Section 15 of the US Securities Exchange Act of 1934 and state law and a member of the Financial Industry Regulatory Authority (“FINRA”). The Company issued 300,000 warrants to Kingswood exercisable at \$1.00 for a period of three years. The fair value so the warrants issued was determined by using the Black-Scholes-Merton method of valuation and resulted in the Company recording \$1,592,517 of consulting expense on its books.

#### Legal proceedings

The Company is from time to time involved in legal proceedings in the ordinary course of business. It is not involved in any disputes and does not have any litigation matters pending which the Company believes could have a materially adverse effect on the Company’s financial condition or results of operations.

#### **Note 9 – Operating Leases**

On June 16, 2016, the Company entered into a Standard Multi-Tenant Sublease (“Sublease”) with Bristol Capital Advisors, an entity controlled by the Company’s Chairman of the Board. The leased premises are owned by an unrelated third party and Bristol Capital Advisors passes the lease costs down to the Company. The term of the Sublease is for 5 years and 3 months beginning on July 1, 2016 commencing with monthly payments of \$8,118. During the six months ended June 30, 2021 and 2020, the Company paid lease obligations \$28,129 and \$23,812, respectively, under the Sublease.

On April 28, 2020, upon acquisition of the Jevo assets, the Company entered into a lease agreement with a third party. The term of the lease is for 5 years beginning on May 1, 2020 commencing with a three-month rent holiday followed by monthly payments of \$3,900 with an approximate 2% escalation clause. During the six months ended June 30, 2021 and 2020, the Company paid lease obligations \$8,652 and \$0, respectively, under the lease.

We determine if an arrangement contains a lease at inception. Right of use (“ROU”) assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments arising from the lease. ROU assets and liabilities are recognized at the lease commencement date based on the estimated present value of lease payments over the lease term.

Our leases consist of leaseholds on office space. We utilized a portfolio approach in determining our discount rate. The portfolio approach takes into consideration the range of the term, the range of the lease payments, the category of the underlying asset and our estimated incremental borrowing rate, which is derived from information available at the lease commencement date, in determining the present value of lease payments. We also give consideration to our recent debt issuances as well as publicly available data for instruments with similar characteristics when calculating our incremental borrowing rates.

F-20

Our lease term includes options to extend the lease when it is reasonably certain that we will exercise that option. Leases with a term of 12 months or less are not recorded on the balance sheet, per the election of the practical expedient noted above.

We recognize lease expense for these leases on a straight-line basis over the lease term. We recognize variable lease payments in the period in which the obligation for those payments is incurred. Variable lease payments that depend on an index or a rate are initially measured using the index or rate at the commencement date, otherwise variable lease payments are recognized in the period incurred.

The components of lease expense were as follows:

	For the Six Months Ended June 30, 2021	For the Six Months Ended June 30, 2020
Operating lease	\$ 36,781	\$ 45,317
Sublease income	-	(9,000)
Total net lease cost	<u>\$ 36,781</u>	<u>\$ 36,317</u>

Supplemental cash flow and other information related to leases was as follows:

	For the Six Months Ended June 30, 2021	For the Six Months Ended June 30, 2020
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$ -	\$ (44,468)
ROU assets obtained in exchange for lease liabilities:		
Operating leases	\$ -	\$ -
Weighted average remaining lease term (in years):		
Operating leases	3.15	1.17
Weighted average discount rate:		
Operating leases	12%	12%

The following table presents the maturity of the Company's lease liabilities as of June 30, 2021:

<b>For the twelve months ending June 30:</b>	
2022	\$ 76,049
2023	48,772
2024	49,747
2025	47,483
2026	-
	<u>222,061</u>
Less: Imputed interest	(40,281)
Present value	<u>\$ 181,780</u>

**Note 10 – Stockholders' Equity (Deficit)**

*Reverse Stock Split*

Following the board of directors' approval, the Company filed a Certificate of Change to its Articles of Incorporation (the "Amendment"), with the Secretary of State of the State of Delaware to effectuate a one-for-twenty (1:20) reverse stock split (the "Reverse Stock Split") for all classes of its stock, par value \$0.0001 per share, without any change to its par value. The Amendment became effective on January 23, 2020. No fractional shares were issued in connection with the Reverse Stock Split as all fractional shares were "rounded up" to the next whole share.

F-21

All share and per share amounts for the common stock have been retroactively restated to give effect to the reverse splits.

The Company's authorized capital stock consists of 105,000,000 shares, of which 100,000,000 are for shares of common stock, par value \$0.0001 per share, and 5,000,000 are for shares of preferred stock, par value \$0.0001 per share, of which 500,000 have been designated as Series A Cumulative Convertible Preferred Stock ("Series A").

As of June 30, 2021 and December 31, 2020, there were 226,523 and 173,974 shares of Series A preferred stock issued and outstanding, respectively.

As of June 30, 2021 and December 31, 2020, there were 2,500 and 0 shares of Series B preferred stock issued and outstanding, respectively.

As of June 30, 2021 and December 31, 2020, there were 3,629,452 and 3,506,752 shares of common stock issued and outstanding, respectively. Each share of the common stock entitles its holder to one vote on each matter submitted to the shareholders.

The following is a summary of the Company's option activity:

	Options	Weighted Average Exercise Price (as converted)
<b>Outstanding – December 31, 2020</b>	789,250	\$ 1.75
<b>Exercisable – December 31, 2020</b>	451,448	\$ 2.69
Granted	-	\$ -
Exercised	-	\$ -
Forfeited/Cancelled	-	\$ -
<b>Outstanding – June 30, 2021</b>	<u>789,250</u>	<u>\$ 1.75</u>
<b>Exercisable – June 30, 2021</b>	<u>620,500</u>	<u>\$ 2.15</u>

Options Outstanding				Options Exercisable	
Exercise Price	Number Outstanding	Weighted Average Remaining Contractual Life (in years)	Weighted Average Exercise Price	Number Exercisable	Weighted Average Exercise Price
\$ 0.25 – 18.80	789,250	3.47 years	\$ 1.75	620,500	\$ 2.15

At June 30, 2021, the total intrinsic value of options outstanding and exercisable was \$1,228,125 and \$876,563, respectively.

During the six months ended June 30, 2021 and 2020, the Company recorded total stock-based compensation expense related to options of approximately \$194,858 and \$40,597, respectively. The unrecognized compensation expense at June 30, 2021 was approximately \$106,059.

F-22

*Stock Warrants*

The following is a summary of the Company's warrant activity:

	Warrants	Weighted Average Exercise Price (as converted)
<b>Outstanding – December 31, 2020</b>	10,300,000	\$ 3.00
<b>Exercisable – December 31, 2020</b>	10,300,000	\$ 3.00
Granted	700,000	\$ 0.86
Exercised	-	\$ -
Forfeited/Cancelled	-	\$ -
<b>Outstanding – June 30, 2021</b>	<u>11,000,000</u>	<u>\$ 2.86</u>
<b>Exercisable – June 30, 2021</b>	<u>10,600,000</u>	<u>\$ 2.94</u>

Warrants Outstanding				Warrants Exercisable	
Exercise Price	Number Outstanding	Weighted Average Remaining Contractual Life (in years)	Weighted Average Exercise Price	Number Exercisable	Weighted Average Exercise Price
\$ 0.50 – 3.00	11,000,000	1.54 years	\$ 2.86	10,600,000	\$ 2.94

At June 30, 2021 the total intrinsic value of warrants outstanding and exercisable was \$17,450,000 and \$14,935,000, respectively.

On March 24, 2021 the Company entered into an agreement with Kingswood Capital Markets (“Kingswood”), a division of Benchmark Investments, Inc. in connection with providing general financial advisory to the Company. The Company issued 300,000 warrants to Kingswood exercisable at \$1.00 for a period of three years. The fair value so the warrants issued was determined by using the Black-Scholes-Merton method of valuation and resulted in the Company recording \$1,592,517 of expense on its books.

On March 29, 2021 the Company filed a Form D – Notice of Exempt Offerings of Securities with the Securities and Exchange Commission. The total offering amount was \$5,000,000. The Company received proceeds of approximately \$1,700,000 and paid a commission to Kingswood of \$170,000.

On March 29, 2021, the Company entered into a Securities Purchase Agreement (the “Leviston Purchase Agreement”) with Leviston Resources LLC (“Leviston”) dated March 26, 2021, pursuant to which the Company sold to Leviston, and the Leviston purchased from the Company, 5,000 shares of the Company's Series B Preferred Stock, par value \$0.0001 per share Series B Preferred Stock with an aggregate stated value of \$5,400,000, a Series B Preferred Stock Purchase Warrant to purchase 5,000 shares of Series B Preferred Stock, having a term expiring on March 26, 2023 and a per share exercise price (subject to adjustment for stock splits, reverse stock splits, mergers or reorganizations, and similar changes affecting shares of the Company's common stock, par value \$0.0001 per share and/or securities entitling the holder thereof to acquire shares of Common Stock, as applicable) of \$1,000 (the “Series 1 Warrant”), and a Series B Preferred Stock Purchase Warrant to purchase 5,000 shares of Series B Preferred Stock, having a term expiring on March 26, 2024 and a per share exercise price (subject to adjustment for stock splits, reverse stock splits, mergers or reorganizations, and similar changes affecting shares of Common Stock and/or securities entitling the holder thereof to acquire shares of Common Stock, as applicable) of \$1,000 (the “Series 2 Warrant” and together with the Series 1 Warrant, the “Warrants,” and together with the Closing Shares, the “Securities”). The aggregate purchase price for the Securities is \$5,000,000, which Leviston will pay as follows: \$2,000,000 on the Closing Date; \$500,000 on or before the date that is three business days from the date that the Company files a registration statement relating to the shares of Common Stock issuable upon conversion of the Closing Shares and the shares of Series B Preferred Stock issuable upon exercise of the Warrants; and \$2,500,000 on or before the date that is three business days from the date that such registration statement is declared effective in accordance with the terms and provisions of the Registration Rights Agreement.

On July 16, 2021, the parties to the Leviston Purchase Agreement amended the agreements as necessary to achieve the following results: The Series B Preferred Stock is now convertible at a price (as adjusted, “Series B Conversion Price”) equal to the lesser of (x) \$4.52 and (y) 85% of the lowest variable weighted average price (“VWAP”) of the Common Stock on a trading day during the 10 trading days prior to and ending on, and including, the date of conversion, subject to a conversion price floor of \$1.00, but not to exceed \$1.50, subject to further adjustment in the event that the Company, subject to certain exemptions, disposes of or issues any common stock or securities convertible



into, exercisable, or exchangeable for common stock for no consideration or for consideration less than the applicable Series B Conversion Price in effect immediately prior to such issuance.

On March 29, 2021, the Registrant filed with the Delaware Secretary of State a Certificate of Designation of Preferences, Rights and Limitations of Series B Preferred Stock (the “Series B Certificate of Designation”) pursuant to which the Registrant’s Board of Directors, pursuant to authority granted under the Registrant’s Amended and Restated Certificate of Incorporation, designated 20,000 shares of the 5,000,000 authorized shares of the Registrant’s preferred stock as Series B Preferred Stock.

Each share of Series B Preferred Stock has a stated value of \$1,080, is entitled to receive cumulative dividends in cash, or at the holder’s option, in shares of Series B Preferred Stock (with one share of Series B Preferred Stock issued for each \$993 in accrued dividends), at the rate of 5% per annum, payable quarterly on January 1, April 1, July 1 and October 1 (beginning on the first such date after the original issue date), on each conversion date (with respect to the shares of Series B Preferred Stock being converted), and on each optional redemption date (with respect to the shares of Series B Preferred Stock being redeemed), and is entitled to participate in any dividend or other distribution to holders of Common Stock to the same extent that the holder of Series B Preferred Stock would have participated therein if such holder had held the number of shares of Common Stock issuable upon complete conversion of such holder’s shares of Series B Preferred Stock (without regard to any limitations on exercise thereof, including any beneficial ownership limitations) immediately before the record date for such distribution or, if no such record is taken, the date as of which the record holders of Common Stock are to be determined to receive the distribution, provided that if the distribution would result in the holder exceeding then-applicable beneficial ownership limitation, the holder shall not be entitled to participate in such distribution to such extent and such distribution to such extent shall be held in abeyance until such time, if ever, as the holder’s right thereto would not result in the holder exceeding the then-applicable beneficial ownership limitation.

#### **Note 11 – Credit Risk**

Financial instruments that potentially subject the Company to significant concentration of credit risk consist primarily of cash and cash equivalents. As of June 30, 2021 and December 31, 2020, substantially all of the Company’s cash and cash equivalents were held by major financial institutions and the balance in certain accounts exceeded the maximum amount insured by the Federal Deposits Insurance Corporation (“FDIC”). However, the Company has not experienced losses on these accounts and management believes that the Company is not exposed to significant risks on such accounts.

#### **Note 12 – Subsequent Events**

On July 9, 2021 we changed our name from Wizard Brands, Inc. to Creek Road Miners, Inc. corresponding with a move to expand the current NFT mining activities into mining cryptocurrencies.

On August 6, 2021, Kick The Can Corp. (“KTC”), a Nevada corporation, a wholly owned subsidiary of Company, entered into an Asset Purchase Agreement (the “Agreement”) with Informa Pop Culture Events, Inc., a Delaware corporation (“Informa”). Pursuant to the Agreement, KTC sold, transferred, and assigned certain assets, properties, and rights to Informa related to the business of operating and producing the following live pop culture events: 1) Wizard World Chicago; 2) Wizard World Cleveland; 3) Wizard World New Orleans; 4) Wizard World Philadelphia; 5) Wizard World Portland; and 6) Wizard World St. Louis.

## **Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations.**

THE FOLLOWING DISCUSSION OF OUR PLAN OF OPERATION AND RESULTS OF OPERATIONS SHOULD BE READ IN CONJUNCTION WITH THE FINANCIAL STATEMENTS AND RELATED NOTES TO THE FINANCIAL STATEMENTS INCLUDED ELSEWHERE IN THIS REPORT. THIS DISCUSSION CONTAINS FORWARD-LOOKING STATEMENTS THAT RELATE TO FUTURE EVENTS OR OUR FUTURE FINANCIAL PERFORMANCE. THESE STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT MAY CAUSE OUR ACTUAL RESULTS, LEVELS OF ACTIVITY, PERFORMANCE OR ACHIEVEMENTS TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, LEVELS OF ACTIVITY, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY THESE FORWARD-LOOKING STATEMENTS. THESE RISKS AND OTHER FACTORS INCLUDE, AMONG OTHERS, THOSE LISTED UNDER “FORWARD-LOOKING STATEMENTS” AND “RISK FACTORS” AND THOSE INCLUDED ELSEWHERE IN THIS REPORT.

We intend that this discussion will provide information that will assist in understanding our financial statements, the changes in certain key items in those financial statements, and the primary factors that accounted for those changes, as well as how certain accounting principles affect our financial statements. This discussion should be read in conjunction with our financial statements and accompanying notes for the quarters and six-month periods ended June 30, 2021 and 2020, included elsewhere in this report.

Prior to the onset of COVID-19, we produced live pop culture conventions (“Comic Conventions”) across the United States providing a social networking and entertainment venue for enthusiasts of movies, TV shows, video games, technology, toys, social networking, gaming, comic books, and graphic novels. Our Comic Conventions provided an opportunity for companies in the entertainment, toy, gaming, publishing, and retail business to carry out sales, marketing, product promotion, public relations, advertising, and sponsorship efforts. However, due to the ongoing COVID-19 pandemic, we have not been able to produce an in-person live event since March 8, 2020. Many events that were planned for 2020 were postponed indefinitely. We currently have no plans to continue producing in-person live events in the foreseeable future.

Following our last live event in Cleveland, Ohio in early March 2020, we transitioned nimbly to a Virtual Event Format that went from concept to execution in three weeks, with our first virtual event held on March 31, 2020. To augment our move into digital programming, in the first quarter of 2020, we launched an e-commerce site, Wizard World Vault (the “Vault”), which features the best in pop culture memorabilia from the Wizard World Live and virtual events, along with items from the top artists and exhibitors in the memorabilia world. Included in the Vault is inventory which includes stock from our inventory of merchandise, consignment inventory, and merchandise that is being sourced for sale by us. Wizard World and Vault are reaching an average of 1.5 million people weekly through our platforms – with enormous potential for upselling and cross-merchandising.

On August 6, 2021, Kick The Can Corp. (“KTC”), a Nevada corporation, a wholly owned subsidiary of Company, entered into an Asset Purchase Agreement (the “Agreement”) with Informa Pop Culture Events, Inc., a Delaware corporation (“Informa”). Pursuant to the Agreement, KTC sold, transferred, and assigned certain assets, properties, and rights to Informa related to the business of operating and producing the following live pop culture events: 1) Wizard World Chicago; 2) Wizard World Cleveland; 3) Wizard World New Orleans; 4) Wizard World Philadelphia; 5) Wizard World Portland; and 6) Wizard World St. Louis.

There has recently been considerable interest in a consumer category of digital products known as NFTs (Non-Fungible Tokens). NFTs are collectibles where various objects (including pictures, music and video) are digitized. The digital version of the object is sold as a unique, blockchain-authenticated collectible. Although the NFT market is currently gaining considerable attention in the press and achieving traction with consumers, it is impossible to know the ultimate size and significance of the NFT marketplace. The fan base that comprises our largest constituency is already active in the digital space and the brand extension into digital collectibles is a natural progression into a new and vibrant marketplace. Possessing an extensive collection of celebrity collectables and our current market position in the pop-culture consumer products, we entered this sector in Q1 of 2021.

As part of a move to expand the current NFT minting activities into mining cryptocurrencies, we changed our name from Wizard Brands, Inc. to Creek Road Miners, Inc. on July 9, 2021. We intend to develop and operate, “scaled-up,” bitcoin manufacturing facilities using natural gas to power operations. In doing so, the Company enhances shareholder value by creatively leveraging otherwise unusable or underutilized resources. Given the global environmental concerns surrounding cryptocurrencies, our ESG-focused solution (Economical, Social, and Governance) has the potential to significantly reduce the carbon footprint of mining these assets when compared to existing operations. In Q2 2021 we entered into an agreement in principle to acquire 2 megawatts of bitcoin miners. Each megawatt of bitcoin miners will be placed in one of two distinct and strategic geographic locations with different temperatures, humidity, and weather patterns. The first Creek Road Miners facility is expected to be completed and fully operational by the end of 2021 and followed by an aggressive schedule for developing additional sites.

## Results of Operations

### Summary of Statements of Operations for the Three Months Ended June 30, 2021 and 2020:

	Three Months Ended	
	June 30, 2021	June 30, 2020
Revenues	\$ 226,726	\$ 816,416
Cost of revenues	\$ 165,731	\$ 481,038
Gross margin	\$ 60,995	\$ 335,378
Operating expenses	\$ 1,675,405	\$ 579,622
Loss from operations	\$ (1,614,410)	\$ (244,244)
Other income (expenses)	\$ (238,795)	\$ (146,199)
Net loss attributable to common shareholder	\$ (1,840,251)	\$ (390,443)
Loss per common share – basic	\$ (0.51)	\$ (0.11)
Loss per common share – diluted	\$ (0.51)	\$ (0.11)

## Revenue

Revenue was \$226,726 for the three months ended June 30, 2021, as compared to \$816,416 for the comparable period ended June 30, 2020, a decrease of \$589,690. The decrease in revenue was a result of the ongoing impact of Covid-19, the inability of the Company to produce live events and a decrease in demand for virtual events.

Because of the uncertainties surrounding the Covid-19 pandemic the Company produced no live events during the quarter ended June 30, 2021. Rather, the Company focused on the production of virtual events and growing its store front awareness. During the quarter ended June 30, 2021, the Company produced approximately 100 virtual events which generated \$71,347 of revenue and an additional \$72,167 of e-commerce through the Wizard World Vault and the eBay Platform.

Revenue was \$83,212, during the three months ended June 30, 2021 as compared to \$0 for the comparable period ended June 30, 2020 for Jevo. As some Covid-19 restrictions began to lift, sales of Jevo products increased.

### ***Gross Profit***

Gross profit percentage, after considering cost of revenues, was 27% for the three months ended June 30, 2021 and 27% for the three months ended June 30, 2020.

### **Operating Expenses**

Operating expenses for the three months ended June 30, 2021, were \$1,675,405, as compared to \$579,622 for the three months ended June 30, 2020. The increase is primarily attributable to the integration of the Jevo operations which increased the consulting fees and general and administrative expenses in addition to an increase of stock-based compensation.

### ***Loss from Operations***

Loss from operations for the three months ended June 30, 2021, was \$1,614,410 as compared to a loss from operations of \$244,244 for the three months ended June 30, 2020. The variance was primarily attributable to a significant decrease in revenue as well as the integration of the Jevo operations and an increase in consulting fees recorded as stock-based compensation.

### ***Other Income (Expenses)***

Other income (expenses) for the three months ended June 30, 2021 was \$(238,795), as compared to \$(146,199) for the three months ended June 30, 2020. In each case, the expense was interest expense related to convertible notes and corresponding debt discount.

### ***Net Loss Attributable to Common Stockholder***

Net loss attributable to common stockholders for the three months ended June 30, 2021, was \$1,840,251 or loss per basic share of \$0.51, compared to a net loss of \$390,443 or loss per basic share of \$0.11 for the three months ended June 30, 2020.

Inflation did not have a material impact on the Company's operations for the applicable period. Other than the foregoing, management knows of no trends, demands, or uncertainties that are reasonably likely to have a material impact on the Company's results of operations.

### **Summary of Statements of Operations for the Six Months Ended June 30, 2021 and 2020:**

	<b>Six Months Ended</b>	
	<b>June 30, 2021</b>	<b>June 30, 2020</b>
Revenues	\$ 605,900	\$ 3,418,835
Cost of revenues	\$ 463,277	\$ 2,505,320
Gross margin	\$ 142,623	\$ 913,515
Operating expenses	\$ 4,830,332	\$ 1,185,032
Loss from operations	\$ (4,687,709)	\$ (271,517)
Other income (expenses)	\$ 365,629	\$ (302,540)
Net loss attributable to common shareholder	\$ (4,252,228)	\$ (574,057)
Loss per common share – basic	\$ (1.20)	\$ (0.16)
Loss per common share – diluted	\$ (1.20)	\$ (0.16)

## Revenue

Revenue was \$605,900 for the six months ended June 30, 2021, as compared to \$3,418,835 for the comparable period ended June 30, 2020, a decrease of \$2,812,935. The decrease in revenue was a result of the ongoing impact of Covid-19, the inability of the Company to produce live events and a decrease in demand for virtual events.

Because of the uncertainties surrounding the Covid-19 pandemic the Company produced no live events during the six months ended June 30, 2021. Rather, the Company focused on the production of virtual events and growing its store front awareness. During the six-month period ended June 30, 2021, the Company produced approximately 250 virtual events which generated \$263,309 of revenue and an additional \$244,865 through its e-commerce website Wizard World Vault and the eBay platform.

During the six-month period ended June 30, 2021, the revenue contributed by Jevo was \$97,726. As Covid-19 restrictions began to lift, sales of Jevo products increased.

## Gross Profit

Gross profit percentage, after considering cost of revenues, was 24% for the six months ended June 30, 2021 and 27% for the three months ended June 30, 2020.

## Operating Expenses

Operating expenses for the six months ended June 30, 2021, were \$4,830,332, as compared to \$1,185,032 for the six months ended June 30, 2020. The increase is primarily attributable to the integration of the Jevo operations which increased the consulting fees and general and administrative expenses in addition to an increase of stock-based compensation. General and administrative expenses increased by \$632,144 from the comparative period of the prior year due to increased staffing and marketing for Wizard World virtual events and Jevo activities.

## Loss from Operations

Loss from operations for the six months ended June 30, 2021, was \$4,687,709 as compared to a loss from operations of \$271,517 for the six months ended June 30, 2020. The variance was primarily attributable to primarily attributable to a significant decrease in revenue as well as the integration of the Jevo operations and an increase in consulting fees recorded as stock-based compensation.

## Other Income (Expenses)

Other income (expenses) for the six months ended June 30, 2021 was \$365,629, as compared to \$(302,540) for the six months ended June 30, 2020. In each case, the expense was interest expense related to convertible notes and corresponding debt discount. During the 2021 period, the company wrote-off outstanding payables of \$835,140 including the amount due to CONtv.

## Net Loss Attributable to Common Stockholder

Net loss attributable to common stockholders for the six months ended June 30, 2021, was \$4,252,228 or loss per basic share of \$1.20, compared to a net loss of \$574,057 or loss per basic share of \$0.16 for the six months ended June 30, 2020.

## Liquidity and Capital Resources

The following table summarizes total current assets, liabilities and working capital at June 30, 2021 compared to December 31, 2020:

	<u>June 30, 2021</u>	<u>December 31, 2020</u>	<u>Increase/(Decrease)</u>
Current Assets	\$ 2,274,123	\$ 2,217,487	\$ 56,636
Current Liabilities	\$ 6,615,342	\$ 7,065,862	\$ (450,520)
Working Capital (Deficit)	\$ (4,341,219)	\$ (4,848,375)	\$ 507,156

At June 30, 2021, we had a working capital deficit of \$4,341,219 as compared to working capital deficit of \$5,025,589 at June 30, 2020, a change of \$507,156. The change in working capital is primarily attributable to increases in inventories and prepaid expenses and decreases in operating lease liability, unearned revenue and due to CONtv joint venture offset primarily by a decrease in cash and cash equivalents.

## Net Cash

Net cash used in operating activities for the six months ended June 30, 2021 and 2020 was \$2,746,260 and \$398,843, respectively. The net loss for the six-month period ended June 30, 2021 and 2020, was \$4,322,080 and \$574,057, respectively.

### *Going Concern Analysis*

The Company had a loss from operations of \$4,687,709 and \$271,517 for the six months ended June 30, 2021 and 2020, respectively. On June 30, 2021, we had cash and cash equivalents of approximately \$1.6 million and a working capital deficit of approximately \$4.3 million. We have evaluated the significance of these conditions in relation to our ability to meet our obligations, which had previously raised doubts about the Company's ability to continue as a going concern through June 2022. However, the Company believes that the effects of its cost savings efforts with regard to corporate overhead together with the initiation of virtual activities, e-commerce, and move to expand the current NFT minting activities into mining cryptocurrencies will guide the Company in a positive direction as we continue to strive to attain profitability.

However, because of the current situation with the Covid-19 virus, the Company was unable to produce any live events after the First Quarter of 2020. At present it is unclear how many live events will actually be produced by the Company in 2021. It is presently unknowable how long the current situation with Covid-19 will continue and what impact the Covid-19 situation will ultimately have upon the Company in 2021. At this point, the Company has postponed all of the live shows that it has scheduled for 2021. In the face of the impact of Covid-19 on live events generally, the Company has focused on producing virtual events. The first such virtual event was an interactive fan experience which took place on March 31, 2020 and since that time the Company has produced approximately 400 virtual events. In addition, the Company has moved into e-commerce with online sales of collectables and the creation of the "Wizard World Vault" as a site for consumers to purchase pop-culture memorabilia and collectables and is now moving to expand the current NFT minting activities into mining cryptocurrencies.

On December 19, 2019, the Company entered into a securities purchase agreement (the "Purchase Agreement") with Barlock 2019 Fund, LP (the "Purchaser"), for the sale of the Company's securities, comprised of (i) a \$2,500,000 convertible debenture, convertible at a price of \$2.50 per share, and (ii) warrants to acquire 300,000 shares of the Company's common stock at an exercise price of \$2.50 per share. The warrants are now exercisable at \$0.25 per share due to anti-dilution protections contained in the securities. As a condition to Purchaser entering into the Purchase Agreement, the Company entered into a security agreement in favor of the Purchaser, granting a security interest in substantially all of the property of the Company, whether presently owned or existing or hereafter acquired or coming into existence, including but not limited to, its ownership interests in its subsidiaries, to secure the prompt payment, performance and discharge in full of all of the Company's obligations under the debenture. The security interest is on equal footing with certain other creditors of the Company. The Company received \$2,500,000 in cash from the offering of the securities but was required to pay out of the closing proceeds Purchaser's attorney's fees in the amount of \$25,000. The Company has agreed with the Purchaser that the funds received will be restricted and utilized only for M&A opportunities, new business ventures, brand extensions and the creation of new vertical opportunities by the Company. The subject debenture contains a "ratchet" provision that adjusts the conversion rates of the notes to the lowest rate the Company has agreed to issue stock. The effect of repricing board and employee options to \$0.25 reset the conversion rates the note to \$0.25. In light of the financial stress Covid-19 has placed on the Company the holder of the note has agreed to not require payment due under the outstanding notes until December 31, 2022. The debenture contains a "ratchet" provision that adjusts the conversion rate of the debenture to the lowest rate the Company has agreed to issue stock. The effect of repricing board and employee options to \$0.25 reset the conversion rates of the debenture to \$0.25. In light of the financial stress Covid-19 has placed on the Company the holder of the debenture has agreed to not require payment due under each of the outstanding debenture until December 31, 2022.

On March 29, 2021, the Company entered into a Securities Purchase Agreement (the "Leviston Purchase Agreement") with Leviston Resources LLC ("Leviston") dated March 26, 2021, pursuant to which the Company sold to Leviston, and the Leviston purchased from the Company, 5,000 shares of the Company's Series B Preferred Stock, par value \$0.0001 per share Series B Preferred Stock with an aggregate stated value of \$5,400,000, a Series B Preferred Stock Purchase Warrant to purchase 5,000 shares of Series B Preferred Stock, having a term expiring on March 26, 2023 and a per share exercise price (subject to adjustment for stock splits, reverse stock splits, mergers or reorganizations, and similar changes affecting shares of the Company's common stock, par value \$0.0001 per share and/or securities entitling the holder thereof to acquire shares of Common Stock, as applicable) of \$1,000 (the "Series 1 Warrant"), and a Series B Preferred Stock Purchase Warrant to purchase 5,000 shares of Series B Preferred Stock, having a term expiring on March 26, 2024 and a per share exercise price (subject to adjustment for stock splits, reverse stock splits, mergers or reorganizations, and similar changes affecting shares of Common Stock and/or securities entitling the holder thereof to acquire shares of Common Stock, as applicable) of \$1,000 (the "Series 2 Warrant" and together with the Series 1 Warrant, the "Warrants," and together with the Closing Shares, the "Securities"). The aggregate purchase price for the Securities is \$5,000,000, which Leviston will pay as follows: \$2,000,000 on the Closing Date; \$500,000 on or before the date that is three business days from the date that the Company files a registration statement relating to the shares of Common Stock issuable upon conversion of the Closing Shares and the shares of Series B Preferred Stock issuable upon exercise of the Warrants; and \$2,500,000 on or before the date that is three business days from the date that such registration statement is declared effective in accordance with the terms and provisions of the Registration Rights Agreement.

On July 16, 2021, the parties to the Leviston Purchase Agreement amended the agreements as necessary to achieve the following results: The Series B Preferred Stock is now convertible at a price (as adjusted, "Series B Conversion Price") equal to the lesser of (x) \$4.52 and (y) 85% of the lowest variable weighted average price ("VWAP") of the Common Stock on a trading day during the 10 trading days prior to and ending on, and including, the date of conversion, subject to a conversion price floor of \$1.00, but not to exceed \$1.50, subject to further adjustment in the event that the Company, subject to certain exemptions, disposes of or issues any common stock or securities convertible into, exercisable, or exchangeable for common stock for no consideration or for consideration less than the applicable Series B Conversion Price in effect immediately prior to such issuance.

On March 24, 2021 the Company entered into an agreement with Kingswood Capital Markets ("Kingswood"), a division of Benchmark Investments, Inc. in connection with providing general financial advisory to the Company. The Company issued 300,000 warrants to Kingswood exercisable at \$1.00 for a period of three years. The fair value so the warrants issued was determined by using the Black-Scholes-Merton method of valuation and resulted in the Company recording \$1,592,517 of expense on its books.

On March 29, 2021 the Company filed a Form D – Notice of Exempt Offerings of Securities with the Securities and Exchange Commission. The total offering amount was \$5,000,000. The Company received proceeds of approximately \$1,700,000 and paid a commission to Kingswood of \$170,000.

Additionally, if necessary, management believes that both related parties (management and members of the Board of Directors of the Company) and potential external sources of debt and/or equity financing may be obtained based on management's history of being able to raise capital from both internal and external sources coupled with current favorable market conditions, It is understood however, that although there is a recent history of related-parties providing a source of financing, there is no absolute certainty that any such related-party financing can be obtained on a going-forward basis. Therefore, the accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern.

The condensed consolidated financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classification of liabilities that may result from the matters discussed herein. While the Company believes in the viability of management's strategy to generate sufficient revenue, control costs and the ability to raise additional funds, if necessary, there can be no assurances to that effect. The Company's ability to continue as a going concern is dependent upon the ability to further implement the business plan, generate sufficient revenues and to control operating expenses.

#### **Off-Balance Sheet Arrangements**

As of June 30, 2021, the Company had no off-balance sheet arrangements.

#### **Critical Accounting Policies**

*We believe that the following accounting policies are the most critical to aid you in fully understanding and evaluating this "Management's Discussion and Analysis of Financial Condition and Results of Operation." Critical accounting policies and practices are those that are both most important to the portrayal of the Company's financial condition and results and require management's most difficult, subjective, or complex judgments, often as a result of the need to make estimates about the effects of matters that are inherently uncertain. The Company's significant and critical accounting policies and practices are disclosed below as required by generally accepted accounting principles.*

##### Basis of Presentation

The Company's consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

##### Use of Estimates and Assumptions and Critical Accounting Estimates and Assumptions

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

### Principles of Consolidation

The consolidated financial statements include all accounts of the entities as of the reporting period ending date(s) and for the reporting period(s).

### Property and Equipment

Property and equipment is stated at historical cost less accumulated depreciation and amortization. Depreciation and amortization is computed on a straight-line basis over the estimated useful lives of the assets, varying from 2 to 7 years or, when applicable, the life of the lease, whichever is shorter.

The impairment charges, if any, are included in operating expenses in the accompanying statements of operations.

### Intangible assets

Intangible assets represent intangible assets acquired in connection with the Company's purchase of Jevo patents and technology. The transaction was not a business combination or acquisition of a business.

The intangible assets are expected to be amortized using a straight-line method consistent with the expected future cash flows related to the intangible asset. Amortized intangible assets are reviewed for impairment whenever events or changes in circumstances exist that indicate the carrying amount of an asset may not be recoverable. When indicators of impairment exist, an estimate of undiscounted net cash flows is used in measuring whether the carrying amount of the asset or related asset group is recoverable.

Measurement of the amount of impairment, if any, is based upon the difference between the asset or asset group's carrying value and fair value. Fair value is determined through various valuation techniques, including market and income approaches as considered necessary.

### Impairment of Long-Lived Assets

Long-lived assets are comprised of intangible assets and property and equipment. Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. An estimate of undiscounted future cash flows produced by the asset, or the appropriate grouping of assets, is compared to the carrying value to determine whether an impairment exists, pursuant to the provisions of FASB ASC 360-10 "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to Be Disposed Of". If an asset is determined to be impaired, the loss is measured based on quoted market prices in active markets, if available. If quoted market prices are not available, the estimate of fair value is based on various valuation techniques, including a discounted value of estimated future cash flows and fundamental analysis. The Company reports an asset to be disposed of at the lower of its carrying value or its estimated net realizable value. The Company did not record any impairment for the quarters ended June 30, 2021 and 2020, as there were no triggering events or changes in circumstances that indicate that the carrying amount of an asset may not be recoverable.

### Leases

On January 1, 2019, the Company adopted ASC 842 using the modified retrospective approach and recognized a right of use ("ROU") asset and liability in the consolidated balance sheet in the amount of \$252,980 related to the operating lease for office space. Results for the six months ended June 30, 2021 and 2020 are presented under ASC 842, while prior period amounts were not adjusted and continue to be reported in accordance with the legacy accounting guidance under ASC Topic 840, *Leases*.

As part of the adoption, we elected the practical expedients permitted under the transition guidance within the new standard, which among other things, allowed us to:

1. Continue applying our current policy for accounting for land easements that existed as of, or expired before, January 1, 2019.
2. Not separate non-lease components from lease components and instead to account for each separate lease component and the non-lease components associated with that lease component as a single lease component.
3. Not to apply the recognition requirements in ASC 842 to short-term leases.
4. Not record a right of use asset or right of use liability for leases with an asset or liability balance that would be considered immaterial.

## Revenue Recognition

The Company follows the FASB Accounting Standards Codification ASC 606 for revenue recognition. The Company will recognize revenue when it is realized or realizable and earned. The Company considers revenue realized or realizable and earned when all of the following criteria are met:

### 1) *Identify the contract with a customer*

A contract with a customer exists when (i) the Company enters into an enforceable contract with a customer that defines each party's rights regarding the services to be transferred and identifies the payment terms related to these services, (ii) the contract has commercial substance and, (iii) the Company determines that collection of substantially all consideration for services that are transferred is probable based on the customer's intent and ability to pay the promised consideration. The Company applies judgment in determining the customer's ability and intention to pay, which is based on a variety of factors including the customer's historical payment experience or, in the case of a new customer, published credit and financial information pertaining to the customer.

### 2) *Identify the performance obligations in the contract*

Performance obligations promised in a contract are identified based on the services that will be transferred to the customer that are both capable of being distinct, whereby the customer can benefit from the service either on its own or together with other resources that are readily available from third parties or from the Company, and are distinct in the context of the contract, whereby the transfer of the services is separately identifiable from other promises in the contract. To the extent a contract includes multiple promised services, the Company must apply judgment to determine whether promised services are capable of being distinct and distinct in the context of the contract. If these criteria are not met the promised services are accounted for as a combined performance obligation.

### 3) *Determine the transaction price*

The transaction price is determined based on the consideration to which the Company will be entitled in exchange for transferring services to the customer. To the extent the transaction price includes variable consideration, the Company estimates the amount of variable consideration that should be included in the transaction price utilizing either the expected value method or the most likely amount method depending on the nature of the variable consideration. Variable consideration is included in the transaction price if, in the Company's judgment, it is probable that a significant future reversal of cumulative revenue under the contract will not occur. None of the Company's contracts as of June 30, 2021 contained a significant financing component.

### 4) *Allocate the transaction price to performance obligations in the contract*

If the contract contains a single performance obligation, the entire transaction price is allocated to the single performance obligation. However, if a series of distinct services that are substantially the same qualifies as a single performance obligation in a contract with variable consideration, the Company must determine if the variable consideration is attributable to the entire contract or to a specific part of the contract. For example, a bonus or penalty may be associated with one or more, but not all, distinct services promised in a series of distinct services that forms part of a single performance obligation. Contracts that contain multiple performance obligations require an allocation of the transaction price to each performance obligation based on a relative standalone selling price basis unless the transaction price is variable and meets the criteria to be allocated entirely to a performance obligation or to a distinct service that forms part of a single performance obligation. The Company determines standalone selling price based on the price at which the performance obligation is sold separately. If the standalone selling price is not observable through past transactions, the Company estimates the standalone selling price taking into account available information such as market conditions and internally approved pricing guidelines related to the performance obligations.

### 5) *Recognize revenue when or as the Company satisfies a performance obligation*

The Company satisfies performance obligations either over time or at a point in time. Revenue is recognized at the time the related performance obligation is satisfied by transferring a promised service to a customer.

Convention revenue is generally earned upon completion of the convention. Unearned convention revenue is deposits received for conventions that have not yet taken place, which are fully or partially refundable depending upon the terms and conditions of the agreements.



The Company recognizes cost of revenues in the period in which the revenues was earned. In the event the Company incurs cost of revenues for conventions that are yet to occur, the Company records such amounts as prepaid expenses and such prepaid expenses are expensed during the period the convention takes place.

#### Equity-based compensation

The Company recognizes compensation expense for all equity-based payments in accordance with ASC 718 “*Compensation – Stock Compensation*”. Under fair value recognition provisions, the Company recognizes equity-based compensation net of an estimated forfeiture rate and recognizes compensation cost only for those shares expected to vest over the requisite service period of the award.

Restricted stock awards are granted at the discretion of the Company. These awards are restricted as to the transfer of ownership and generally vest over the requisite service periods, typically over a four-year period (vesting on a straight-line basis). The fair value of a stock award is equal to the fair market value of a share of Company stock on the grant date.

The fair value of option award is estimated on the date of grant using the Black-Scholes option valuation model. The Black-Scholes option valuation model requires the development of assumptions that are input into the model. These assumptions are the expected stock volatility, the risk-free interest rate, the expected life of the option, the dividend yield on the underlying stock and the expected forfeiture rate. Expected volatility is calculated based on the historical volatility of the Company’s Common stock over the expected option life and other appropriate factors. Risk-free interest rates are calculated based on continuously compounded risk-free rates for the appropriate term. The dividend yield is assumed to be zero as the Company has never paid or declared any cash dividends on our Common stock and does not intend to pay dividends on our Common stock in the foreseeable future. The expected forfeiture rate is estimated based on historical experience.

Determining the appropriate fair value model and calculating the fair value of equity-based payment awards requires the input of the subjective assumptions described above. The assumptions used in calculating the fair value of equity-based payment awards represent management’s best estimates, which involve inherent uncertainties and the application of management’s judgment. As a result, if factors change and the Company uses different assumptions, our equity-based compensation could be materially different in the future. In addition, the Company is required to estimate the expected forfeiture rate and recognize expense only for those shares expected to vest. If our actual forfeiture rate is materially different from our estimate, the equity-based compensation could be significantly different from what the Company has recorded in the current period.

#### Fair Value Measurements

The Company follows ASC 820-10 of the FASB Accounting Standards Codification to measure the fair value of its financial instruments and disclosures about fair value of its financial instruments. ASC 820-10 establishes a framework for measuring fair value in accounting principles generally accepted in the United States of America (U.S. GAAP), and expands disclosures about fair value measurements. To increase consistency and comparability in fair value measurements and related disclosures, ASC 820-10 establishes a fair value hierarchy which prioritizes the inputs to valuation techniques used to measure fair value into three (3) broad levels. The three (3) levels of fair value hierarchy defined by ASC 820-10 are described below:

- Level 1        Quoted market prices available in active markets for identical assets or liabilities as of the reporting date.
- Level 2        Pricing inputs other than quoted prices in active markets included in Level 1, which are either directly or indirectly observable as of the reporting date.
- Level 3        Pricing inputs that are generally unobservable inputs and not corroborated by market data.

Financial assets are considered Level 3 when their fair values are determined using pricing models, discounted cash flow methodologies or similar techniques and at least one significant model assumption or input is unobservable.

The fair value hierarchy gives the highest priority to quoted prices (unadjusted) in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. If the inputs used to measure the financial assets and liabilities fall within more than one level described above, the categorization is based on the lowest level input that is significant to the fair value measurement of the instrument.

The carrying amounts of the Company’s financial assets and liabilities, such as cash, accounts receivable, inventory, prepaid expenses and other current assets, accounts payable and accrued expenses approximate their fair values because of the short maturity of these instruments.

Transactions involving related parties typically cannot be presumed to be carried out on an arm's-length basis, as the requisite conditions of competitive, free-market dealings may not exist. However, in the case of the convertible promissory note discussed in Note 5, the Company obtained a fairness opinion from an independent third party which supports that the transaction was carried out at an arm's length basis.

### Income Taxes

The Company follows the asset and liability method of accounting for income taxes under FASB ASC 740, "Income Taxes." Deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred income tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that included the enactment date. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized.

FASB ASC 740 prescribes a recognition threshold and a measurement attribute for the financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more likely than not to be sustained upon examination by taxing authorities. There were no unrecognized tax benefits as of June 30, 2021 and December 31, 2020. The Company recognizes accrued interest and penalties related to unrecognized tax benefits as income tax expense. No amounts were accrued for the payment of interest and penalties at June 30, 2021 and December 31, 2020. The Company is currently not aware of any issues under review that could result in significant payments, accruals or material deviation from its position. The Company is subject to income tax examinations by major taxing authorities since inception.

The Company may be subject to potential examination by federal, state, and city taxing authorities in the areas of income taxes. These potential examinations may include questioning the timing and amount of deductions, the nexus of income among various tax jurisdictions, and compliance with federal, state, and city tax laws. The Company's management does not expect that the total amount of unrecognized tax benefits will materially change over the next twelve months.

The Company is no longer subject to tax examinations by tax authorities for years prior to 2018.

### Recently Adopted Accounting Guidance

In December 2019, the FASB issued ASU 2019-12, *Income Taxes (Topic 740): "Simplifying the Accounting for Income Taxes"*, which is intended to simplify the accounting for income taxes by removing certain exceptions to the general principles in Topic 740 and by clarifying and amending existing guidance to improve consistent application. This ASU is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2020. Early adoption is permitted. Certain amendments within this ASU are required to be applied on a retrospective basis, certain other amendments are required to be applied on a modified retrospective basis and all other amendments on a prospective basis. The adoption of ASU 2019-12 did not have a material impact on the Company's financial statement presentation or disclosures.

### Recently Issued Accounting Pronouncements

In March 2020, the FASB issued ASU No. 2020-04, "*Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*." ASU 2020-04 provides optional expedients and exceptions to account for contracts, hedging relationships and other transactions that reference LIBOR or another reference rate if certain criteria are met. The amendments of ASU No. 2020-04 are effective immediately, as of March 12, 2020, and may be applied prospectively to contract modifications made and hedging relationships entered into on or before December 31, 2022. The Company is evaluating the impact that the amendments of this standard would have on the Company's consolidated financial statements.

In August 2020, the FASB issued ASU 2020-06, *Debt—"Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging—Contracts in Entity's Own Equity (Subtopic 815-40): Accounting for Convertible Instruments and Contracts in an Entity's Own Equity"*. This ASU amends the guidance on convertible instruments and the derivatives scope exception for contracts in an entity's own equity, and also improves and amends the related EPS guidance for both Subtopics. The ASU will be effective for annual reporting periods after December 15, 2021 and interim periods within those annual periods and early adoption is permitted. The Company is currently evaluating the impact of the new guidance on its consolidated financial statements.

Management has evaluated all recent accounting pronouncements as issued by the FASB in the form of Accounting Standards Updates ("ASU") through the date these financial statements were available to be issued and found no recent accounting pronouncements issued, but not yet effective accounting pronouncements, when adopted, will have a material impact on the financial statements of the Company.

### **Item 3. Quantitative and Qualitative Disclosures About Market Risk.**

We do not hold any derivative instruments and do not engage in any hedging activities.

### **Item 4. Controls and Procedures.**

#### ***(a) Evaluation of Disclosure Controls and Procedures.***

Pursuant to Rule 13a- 15(b) under the Exchange Act, the Company carried out an evaluation, with the participation of the Company's management, including the Company's Principal Executive Officer ("PEO") and Principal Financial Officer ("PFO"), of the effectiveness of the Company's disclosure controls and procedures (as defined under Rule 13a-15(e) under the Exchange Act) as of the end of the period covered by this report. Based upon that evaluation, the Company's PEO and PFO concluded that the Company's disclosure controls and procedures were not effective to ensure that information required to be disclosed by the Company in the reports that the Company files or submits under the Exchange Act, is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to the Company's management, including the Company's PEO and PFO, as appropriate, to allow timely decisions regarding required disclosure.

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13

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#### ***(b) Changes in Internal Control over Financial Reporting.***

There were no changes in our internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act, during our most recently completed fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

The Company is committed to improving financial organization. As part of this commitment, management and the Board perform reviews of the Company's policies and procedures as they relate to financial reporting in an effort to mitigate future risks of potential misstatements. The Company will continue to focus on developing and documenting internal controls and procedures surrounding the financial reporting process, primarily through the use of account reconciliations, and supervision.

## **PART II – OTHER INFORMATION**

### **Item 1. Legal Proceedings.**

The Company is not involved in any disputes and does not have any litigation matters pending which the Company believes could have a materially adverse effect on the Company's financial condition or results of operations. There is no action, suit, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body pending or, to the knowledge of the executive officers of our Company or any of our subsidiaries, threatened against or affecting our Company, our common stock, any of our subsidiaries or of our Company's or our Company's subsidiaries' officers or directors in their capacities as such, in which an adverse decision could have a material adverse effect.

However, from time to time, we may become involved in various lawsuits and legal proceedings which arise in the ordinary course of business. Litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise from time to time that may harm our business.

#### **Item 1A. Risk Factors.**

We believe there are no changes that constitute material changes from the risk factors previously disclosed in our Annual Report on Form 10-K, filed with the SEC on March 29, 2021. However, at present, because of the substantial uncertainties concerning the course and scope of the current situation with the Covid-19 virus, it is currently unclear how many live events will actually be produced by the Company in 2021. It is presently unknowable how long the current situation with Covid-19 will continue and what impact the Covid-19 situation will ultimately have upon the Company in 2021.

### **Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.**

There were no unregistered sales of the Company's equity securities during the quarter ended June 30, 2021, that were not otherwise disclosed in a Current Report on Form 8-K.

### Item 3. Defaults Upon Senior Securities.

There has been no default in the payment of principal, interest, sinking or purchase fund installment, or any other material default, with respect to any indebtedness of the Company.

### Item 4. Mine Safety Disclosures.

Not applicable.

### Item 5. Other Information.

Up until the age of Covid-19, the Company had a single revenue stream rooted in the sale of exhibitor booths, sponsorships, and tickets for public mass events. The virus has interrupted that revenue stream and it is uncertain when the situation will get back to normal. The Company's work force has been reduced to a handful of employees who have continued to provide services while, at times, receiving only a portion of their salaries. In recognition of this fact, the Company's board of directors repriced options that had been previously authorized (including those grants of 1/23/19 and 4/4/20) to \$0.25 per share. Options previously granted to board members (including those grants of 9/5/18, 9/12/19 and 4/4/20, as well as the preferred conversion price for the conversion of all of the existing debt held by Mr. Kessler and Mr. Maatta into preferred stock, for which preferred shares have or will be issued) were like wise priced at \$0.25 per share.

On March 1, 2021, we issued shares of our Series A Preferred Stock as follows: 8,500 shares to Mr. Maatta in satisfaction of an aggregate of \$84,947.55 due and owing to Mr. Maatta under his Separation Agreement; 22,500 shares to Bristol Capital, LLC in satisfaction of \$225,000 due and owing to Bristol Capital, LLC for additional consulting services rendered and to be rendered by Mr. Kessler from July 1, 2020 through April 1, 2021; 8,300 shares to Scott D. Kaufman, our Chief Executive Officer, in satisfaction of \$83,333 of compensation payable to Mr. Kaufman under his Employment Agreement through April 1, 2021; and 4,000 shares to Heidi C. Bowman, our Chief Financial Officer, in satisfaction of \$40,000 of compensation payable to Ms. Bowman under her Employment Agreement through April 1, 2021. Each share of our Series A Preferred Stock is convertible into a number of shares of our Common Stock determined by dividing the aggregate stated value for the Series A Preferred Stock being converted (initially \$10.00 per share, subject to adjustment as set forth in the currently effective Series A Certificate of Designation) by the then-applicable conversion price (initially \$0.25 per share, subject to adjustment as set forth in the currently effective Series A Certificate of Designation). We issued the foregoing securities in reliance on the exemption from registration provided under Section 4(a)(2) of the Securities Act.

On March 1, 2021, we issued warrants to purchase shares of Common Stock to our advisors and consultants as follows: two warrants to purchase 100,000 shares vesting 50% per year over two years from and after March 1, 2021, with an exercise price of \$0.50 per share and a term of five years; and two warrants to purchase 100,000 shares vesting 50% per year over two years from and after March 1, 2021, with an exercise price of \$1.00 per share and a term of five years. We issued the foregoing securities in reliance on the exemption from registration provided under Section 4(a)(2) of the Securities Act.

On March 29, 2021, we consummated the transactions contemplated by the securities purchase agreement with Leviston Resources LLC, pursuant to which, we issued in a private placement: (i) 5,000 shares of Series B Preferred Stock, convertible at the Series B Conversion Price, subject to conversion price floor of \$1.00; and (ii) a warrant to acquire 5,000 shares of the Series B Preferred Stock at an exercise price of \$1,000 per share of Series B Preferred Stock, which became exercisable immediately upon issuance and which expires on March 26, 2023; and (iii) a warrant to acquire 5,000 shares of the Series B Preferred Stock at an exercise price of \$1,000 per share of Series B Preferred Stock, which became exercisable immediately upon issuance and which expires on March 26, 2024. Pursuant to the terms of the 2021 Warrants, the Series B Preferred Stock issuable upon exercise of the 2021 Warrants are automatically convertible into shares of Common Stock at the Series B Conversion Price. These securities were issued and sold in reliance upon the exemption from registration contained in Section 4(a)(2) of the Securities Act and Regulation D promulgated thereunder.

### Item 6. Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
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3.1	<a href="#">Amended and Restated Certificate of Incorporation (Incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed on August 14, 2020.)</a>
3.2	<a href="#">Certificate of Amendment to the Amended and Restated Certificate of Incorporation (Incorporated by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K filed on August 14, 2020.)</a>

3.3 [Certificate of Amendment to the Amended and Restated Certificate of Incorporation \(Incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed on July 15, 2021.\)](#)

3.4 [Certificate of Designation and Restatement of Rights, Preferences and Restrictions of Series A Preferred Stock. \(Incorporated by reference to Exhibit 3.3 to the Registrant's Current Report on Form 8-K filed on August 14, 2020.\)](#)

3.5 [Certificate of Designation of Preferences, Rights and Limitations of Series B Preferred Stock, filed with the Secretary of State of the State of Delaware on March 29, 2021. \(Incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed on April 2, 2021.\)](#)

10.1 [Employment Agreement dated as of March 1, 2021 but effective as of November 24, 2020, by and between Wizard Brands, Inc. and Scott D. Kaufman. \(Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed on March 3, 2021.\)++](#)

10.2 [Employment Agreement dated as of March 1, 2021 but effective as of November 24, 2020, by and between Wizard Brands, Inc. and Heidi C. Bowman. \(Incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K filed on March 3, 2021.\)++](#)

10.3 [Separation Agreement entered into as of February 20, 2021 between Wizard Brands, Inc. and John D. Maatta. \(Incorporated by reference to Exhibit 10.3 to the Registrant's Current Report on Form 8-K filed on March 3, 2021.\)](#)

10.4 [Securities Purchase Agreement dated March 26, 2021, between Wizard Brands, Inc. and Leviston Resources LLC. \(Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed on April 2, 2021.\)](#)

10.5 [Registration Rights Agreement dated March 26, 2021, between Wizard Brands, Inc. and Leviston Resources LLC. \(Incorporated by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K filed on April 2, 2021.\)](#)

10.6 [Series B Preferred Stock Purchase Warrant \(Series 1\) issued to Leviston Resources LLC. \(Incorporated by reference to Exhibit 10.3 to the Registrant's Current Report on Form 8-K filed on April 2, 2021.\)](#)

10.7 [Series B Preferred Stock Purchase Warrant \(Series 2\) issued to Leviston Resources LLC. \(Incorporated by reference to Exhibit 10.4 to the Registrant's Current Report on Form 8-K filed on April 2, 2021.\)](#)

10.8 [Amendment No. 1 to Securities Purchase Agreement dated March 26, 2021, between Creek Road Miners, Inc. and Leviston Resources LLC. \\*](#)

10.9 [Amendment No. 1 to Registration Rights Agreement dated March 26, 2021, between Creek Road Miners, Inc. and Leviston Resources LLC. \\*](#)

10.10 [Amendment No. 1 to Series B Preferred Stock Purchase Warrant \(Series 1\) issued to Leviston Resources LLC. \\*](#)

10.11 [Amendment No. 1 to Series B Preferred Stock Purchase Warrant \(Series 2\) issued to Leviston Resources LLC. \\*](#)

10.12 [Amended and Restated Certificate of Designation of Preferences, Rights and Limitations of Series B Preferred Stock.\\*](#)

31.1 [Certification by the Principal Executive Officer of Registrant pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 \(Rule 13a-14\(a\) or Rule 15d-14\(a\)\). \\*](#)

31.2 [Certification by the Principal Financial Officer of Registrant pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 \(Rule 13a-14\(a\) or Rule 15d-14\(a\)\). \\*](#)

32.1 [Certification by the Principal Executive Officer pursuant to 18 U.S.C. 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. \\*](#)

32.2 [Certification by the Principal Financial Officer pursuant to 18 U.S.C. 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. \\*](#)

101.INS iXBRL Instance Document \*  
101.SCH iXBRL Taxonomy Extension Schema \*  
101.CAL iXBRL Taxonomy Extension Calculation Linkbase \*  
101.DEF iXBRL Taxonomy Extension Definition Linkbase \*  
101.LAB iXBRL Taxonomy Extension Label Linkbase \*  
101.PRE iXBRL Taxonomy Extension Presentation Linkbase \*

\* Filed herewith.

++ Indicates management contract or compensatory plan.

16

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### SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

#### CREEK ROAD MINERS, INC.

Date: August 13, 2021

By: /s/ Scott D. Kaufman

Name: Scott D. Kaufman

Title: Chief Executive Officer and President

17

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**AMENDMENT NO. 1 TO  
SECURITIES PURCHASE AGREEMENT**

This Amendment No. 1 to Securities Purchase Agreement (this “Amendment”), dated as of July 16, 2021 (the “Amendment Effective Date”), is between CREEK ROAD MINERS, INC. (f/k/a Wizard Brands, Inc.), a Delaware corporation (the “Company”) and LEVISTON RESOURCES LLC, a Delaware limited liability company (the “Purchaser”). This Amendment amends that certain Securities Purchase Agreement, dated March 26, 2021, between the Company and the Purchaser (the “Original Agreement”). Capitalized terms used herein and not defined have the meanings given them in the Original Agreement.

**RECITALS**

A. Pursuant to Section 5.5 of the Original Agreement, each party desires to execute and deliver this Amendment to reflect the matters set forth herein.

B. Concurrently with this Amendment, the parties have amended the Warrants, the Certificate of Designation and the Registration Rights Agreement.

C. The parties acknowledge the payment and receipt of Five Hundred Thousand Dollars (\$500,000.00) in connection with this Amendment.

**AGREEMENTS**

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. The following definitions in Section 1.1 of the Original Agreement are either added or amended in its entirety to read as follows:

““Balance Effectiveness Date” means the date on which the registration statement registering the Balance Registration Amount is declared effective by the SEC.

“Balance Registration Amount” means, collectively (i) the Warrant Shares, (ii) the Conversion Shares *less* the Required Registration Amount and (iii) any securities issued or issuable upon any stock split, dividend or other distribution, recapitalization or similar event with respect to the foregoing.

“Certificate of Designation” means the Amended and Restated Certificate of Designation of the Preferred Stock, dated as of the Amendment Effective Date.

“Full Registration” shall have the meaning set forth in Section 2(iv).

“Required Registration Amount” means 1,000,000 shares of the Conversion Shares.

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“Registration Rights Agreement” means the Registration Rights Agreement, in the form of **Exhibit D** attached hereto, as amended.

“Registration Statement” means the registration statement on Form S-1 initially filed with the Commission on April 21, 2021 (File No. 333-255445).

“Second Payment” shall have the meaning set forth in Section 2(iv).

“Series 1 Warrant” means the Preferred Stock purchase warrant, substantially in the form of **Exhibit B** attached hereto, to purchase up to a number of shares of Preferred Stock equal to one hundred percent (100%) of the Closing Shares as of the Closing Date, with an exercise price equal to One Thousand Dollars (\$1,000.00), delivered to Purchaser at the Closing in accordance with Section 2.2(a)(vii) hereof, as amended.

“Series 2 Warrant” means the Preferred Stock purchase warrant, substantially in the form of **Exhibit C** attached hereto, to purchase up to a number of shares of Preferred Stock equal to one hundred percent (100%) of the Closing Shares as of the Closing Date, with an exercise price equal to One Thousand Dollars (\$1,000.00), delivered to Purchaser at the Closing in accordance with Section 2.2(a)(viii) hereof, as amended.”

2. Subscription Amount. Section 2.1(b)(iii) of the Original Agreement is amended in its entirety to read as follows:

“(iii) an amount equal to Five Hundred Thousand Dollars (\$500,000.00), due on or before the date that is three (3) Business Days from the date the Company files Amendment No. 3 to the Registration Statement solely covering the Required Registration Amount; and

(iv) an amount equal to One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the “Second Payment”), due on or before the date that is three (3) Business Days from the Balance Effectiveness Date and subject to the following conditions as of the Balance Effectiveness Date: (A) the Registration Statement, as amended, remains effective; (B) the Company has revenues greater than Two Hundred Thousand Dollars (\$200,000.00) in each of the three (3) months ended prior to the Balance Effectiveness Date; and (C) for the 20-day period immediately preceding the Balance Effectiveness Date, the VWAP exceeds One Dollar and Fifty Cents (\$1.50) and the daily average trading volume of the Common Stock exceeds Twenty Five Thousand Dollars (\$25,000.00) in aggregate value; *provided, however*, clause (A) will be inapplicable if the Conversion Shares are freely tradeable by the Purchaser without any volume limitations under Rule 144. Notwithstanding anything herein to the contrary, the Second Payment will not be due or made until all Conversion Shares and Warrant Shares are registered with the SEC (the “Full Registration”). Any obligations with regard to the Second Payment will expire on December 31, 2022 if the Full Registration has not occurred.”

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3. Registration Statement Amendment. The Company shall file Amendment No. 3 to the Registration Statement no later than seven (7) Business Days following the Amendment Effective Date.

4. Miscellaneous. For the avoidance of doubt, references in the Original Agreement to the “Agreement” shall be deemed a reference to the Original Agreement as amended by this Amendment.

5. Counterparts. This Amendment may be executed in counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

6. No Other Amendments. Except as otherwise specifically amended in this Amendment, the Original Agreement shall remain in full force and effect.

7. Legal Fees. On the date hereof, the Company shall pay the Purchaser a non-accountable legal expense payment of \$15,000.

[Signature Pages Follow.]

3

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**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the Amendment Effective Date.

**CREEK ROAD MINERS, INC.**

By: /s/ Scott Kaufman



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Name: Scott Kaufman  
Title: Chief Executive Officer

**LEVISTON RESOURCES LLC**

By: */s/ Roman Rogol*  
Name: Roman Rogol  
Title: Chief Financial Officer

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*[Signature Page to Amendment No. 1 to Securities Purchase Agreement]*

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## AMENDMENT NO. 1 TO REGISTRATION RIGHTS AGREEMENT

This Amendment No. 1 to Registration Rights Agreement (this “Amendment”), dated as of July 16, 2021 (the “Amendment Effective Date”), is between CREEK ROAD MINERS, INC. (f/k/a Wizard Brands, Inc.), a Delaware corporation (the “Company”) and LEVISTON RESOURCES LLC, a Delaware limited liability company (the “Purchaser”). This Amendment amends that certain Registration Rights, dated March 26, 2021, between the Company and the Purchaser (the “Original Agreement”). Capitalized terms used herein and not defined have the meanings given them in the Original Agreement.

### RECITALS

A. Pursuant to Section 7(g) of the Original Agreement, the Company and Purchaser (representing the requisite Holders required to amend the Existing Agreement) each desire to execute and deliver this Amendment to reflect the matters set forth herein.

### AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. The following definitions in Section 1 of the Original Agreement are amended in its entirety to read as follows:

“Closing Date” means March 29, 2021.

“Purchase Agreement” means the Securities Purchase Agreement, dated March 26, 2021 by and between the Company and the Purchaser, as amended.

2. Section 2(a) of the Original Agreement is amended in its entirety to read as follows:

“On or prior to the Filing Date, the Company shall prepare and file with the Commission a “resale” Registration Statement providing for the resale of all Registrable Securities by means of an offering to be made on a continuous basis pursuant to Rule 415 provided that such initial Registration Statement shall register for resale at least the number of shares of Common Stock equal to 1,000,000 shares of the Conversion Shares. The Registration Statement shall be on Form S-1 (or another appropriate form in accordance herewith). The Company shall (i) not permit any securities other than the Registrable Securities to be included in the Registration Statement and (ii) use its commercially reasonable efforts to cause the Registration Statement to be declared effective under the Securities Act as promptly as possible after the filing thereof, but in any event prior to the Effectiveness Date, and to keep such Registration Statement continuously effective under the Securities Act until such date when all Registrable Securities covered by such Registration Statement have been sold (the “Effectiveness Period”). The Company shall request that the effective time of the Registration Statement be 4:00 p.m. Eastern Time on the Effectiveness Date. If at any time and for any reason, an additional Registration Statement is required to be filed because at such time the actual number of Registrable Securities exceeds the number of Registrable Securities remaining under the Registration Statement, the Company shall have thirty (30) Business Days to file such additional Registration Statement, and the Company shall use its commercially reasonable efforts to cause such additional Registration Statement to be declared effective by the Commission as soon as possible, but in no event later than ninety (90) days after such filing.”

3. Section 2(b) of the Original Agreement is amended in its entirety to read as follows:

“The Company will register all of the Required Registration Amount. Notwithstanding anything to the contrary set forth in this Section 2, in the event the Commission does not permit the Company to register all of the Registrable Securities in the Registration Statement because of the Commission’s application of Rule 415, the number of Registrable Securities to be registered on such Registration Statement will be reduced in the order of the Registrable Securities represented by the total number of Conversion Shares owned by the Holders, applied on a pro rata basis. In the event the number of shares available under any Registration Statement is insufficient to cover all of the Registrable Securities required to be covered by such

Registration Statement, the Company shall amend such Registration Statement (if permissible), or file with the Commission a new Registration Statement (on the short form available therefor, if applicable), or both, so as to cover at least the Required Registration Amount twenty (20) days after the necessity therefor arises (but taking account of any Commission position with respect to the date on which the Commission will permit such amendment to the Registration Statement and/or such new Registration Statement (as the case may be) to be filed with the Commission). The Company shall use its commercially reasonable efforts to cause such amendment to such Registration Statement and/or such new Registration Statement (as the case may be) to become effective as soon as practicable following the filing thereof with the Commission, but in no event later than the applicable Effectiveness Date for such Registration Statement. For purposes of the foregoing provision, the number of shares available under a Registration Statement shall be deemed “insufficient to cover all of the Registrable Securities” if at any time the number of shares of Common Stock available for resale under the applicable Registration Statement is less than the Required Registration Amount.”

4. Miscellaneous. For the avoidance of doubt, references in the Original Agreement to the “Agreement” shall be deemed a reference to the Original Agreement as amended by this Amendment.

5. Counterparts. This Amendment may be executed in counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

6. No Other Amendments. Except as otherwise specifically amended in this Amendment, the Original Agreement shall remain in full force and effect.

[Signature Pages Follow.]

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**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the Amendment Effective Date.

**CREEK ROAD MINERS, INC.**

By: /s/ Scott Kaufman

Name: Scott Kaufman

Title: Chief Executive Officer

**LEVISTON RESOURCES LLC**

By: /s/ Roman Rogol

Name: Roman Rogol

Title: Chief Financial Officer

[Signature Page to Amendment No. 1 to Registration Rights Agreement]

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**AMENDMENT NO. 1 TO  
SERIES B PREFERRED STOCK PURCHASE WARRANT (Series 1)**

This Amendment No. 1 (this “Amendment”) to Series B Preferred Stock Purchase Warrant (the “Warrant”), issued to Leviston Resources LLC by Creek Road Miners, Inc. (f/k/a Wizard Brands, Inc.) (the “Company”) on March 26, 2021 and expiring on March 26, 2023, is effective as of July 16, 2021 (the “Amendment Effective Date”). Capitalized terms used herein and not defined have the meanings given them in the Warrant.

**RECITALS**

A. Pursuant to Section 6(l) of the Warrant, each party desires to execute and deliver this Amendment to reflect the matters set forth herein.

**AGREEMENTS**

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Forced Exercise. Section 5 of the Warrant is amended in its entirety to read as follows:

“Forced Exercise. The Company can force exercise this Warrant upon five days advance written notice (during which period the Warrant will remain exercisable) if the VWAP exceeds \$3.75 per share for twenty (20) consecutive Trading Days and the daily average trading volume of the Common Stock exceeds One Hundred Thousand Dollars (\$100,000) in aggregate value for such period. Notwithstanding any other provision of this Warrant, the Warrant holder may not be forced to exercise this Warrant if such exercise would cause Warrant holder’s beneficial ownership (as defined by Section 13(d) of the Securities Exchange Act of 1934, as amended) of the shares of Common Stock of the Company to exceed 4.9% of its total issued and outstanding voting shares.”

2. Miscellaneous. For the avoidance of doubt, references in the Warrant to the “Warrant” shall be deemed a reference to the Warrant as amended by this Amendment.

3. Counterparts. This Amendment may be executed in counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

4. No Other Amendments. Except as otherwise specifically amended in this Amendment, the Warrant shall remain in full force and effect.

[Signature Pages Follow.]

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the Amendment Effective Date.

**CREEK ROAD MINERS, INC.**

By: /s/ Scott Kaufman

Name: Scott Kaufman

Title: Chief Executive Officer

**LEVISTON RESOURCES LLC**

By: /s/ Roman Rogol

Name: Roman Rogol

Title: Chief Financial Officer

*[Signature Page to Amendment No. 1 to Series I Warrant]*

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**AMENDMENT NO. 1 TO  
SERIES B PREFERRED STOCK PURCHASE WARRANT (Series 2)**

This Amendment No. 1 (this “Amendment”) to Series B Preferred Stock Purchase Warrant (the “Warrant”), issued to Leviston Resources LLC by Creek Road Miners, Inc. (f/k/a Wizard Brands, Inc.) on March 26, 2021 and expiring on March 26, 2024, is effective as of July 16, 2021 (the “Amendment Effective Date”). Capitalized terms used herein and not defined have the meanings given them in the Warrant.

**RECITALS**

A. Pursuant to Section 6(l) of the Warrant, each party desires to execute and deliver this Amendment to reflect the matters set forth herein.

**AGREEMENTS**

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Forced Exercise. Section 5 of the Warrant is amended in its entirety to read as follows:

“Forced Exercise. The Company can force exercise this Warrant upon five days advance written notice (during which period the Warrant will remain exercisable) if the VWAP exceeds \$5.25 per share for twenty (20) consecutive Trading Days and the daily average trading volume of the Common Stock exceeds One Hundred Thousand Dollars (\$100,000) for each day in the period. Notwithstanding any other provision of this Warrant, the Warrant holder may not be forced to exercise this Warrant if such exercise would cause Warrant holder’s beneficial ownership (as defined by Section 13(d) of the Securities Exchange Act of 1934, as amended) of the shares of Common Stock of the Company to exceed 4.9% of its total issued and outstanding voting shares.”

2. Miscellaneous. For the avoidance of doubt, references in the Warrant to the “Warrant” shall be deemed a reference to the Warrant as amended by this Amendment.

3. Counterparts. This Amendment may be executed in counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

4. No Other Amendments. Except as otherwise specifically amended in this Amendment, the Warrant shall remain in full force and effect.

[Signature Pages Follow.]

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the Amendment Effective Date.

**CREEK ROAD MINERS, INC.**

By: /s/ Scott Kaufman

Name: Scott Kaufman

Title: Chief Executive Officer

**LEVISTON RESOURCES LLC**

By: /s/ Roman Rogol

Name: Roman Rogol

Title: Chief Financial Officer

*[Signature Page to Amendment No. 1 to Series 2 Warrant]*

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**CREEK ROAD MINERS, INC.**

**AMENDED AND RESTATED  
CERTIFICATE OF DESIGNATION OF PREFERENCES,  
RIGHTS AND LIMITATIONS  
OF  
SERIES B PREFERRED STOCK**

PURSUANT TO SECTION 151 OF THE DGCL

CREEK ROAD MINERS, INC. (f/k/a Wizard Brands, Inc.) (the “Corporation”), a corporation organized and existing under the General Corporation Law of the State of Delaware, as amended (the “DGCL”), does hereby certify that, pursuant to the authority conferred upon the Board of Directors by the Amended and Restated Certificate of Incorporation of the Corporation, as amended (the “Certificate of Incorporation”), and pursuant to the provisions of Section 151 of the DGCL, the Board of Directors duly adopted the following resolution to be effective on July 16, 2021:

WHEREAS, the Certificate of Incorporation provides for a class of authorized stock, known as preferred stock, consisting of five million (5,000,000) shares, \$0.0001 par value per share, issuable from time to time in one or more series;

WHEREAS, the Board of Directors is authorized to fix the dividend rights, dividend rate, voting rights, conversion rights, rights and terms of redemption and liquidation preferences of any wholly unissued series of preferred stock and the number of shares constituting any series and the designation thereof, of any of them;

WHEREAS, the Board of Directors previously adopted a resolution effective as of March 26, 2021, authorizing the creation and issuance of a series of preferred stock, up to twenty thousand (20,000) shares of the five million (5,000,000) authorized shares of preferred stock, \$0.0001 par value, of the Corporation, designated as “Series B Preferred Stock” and the Corporation filed the Certificate of Designation for such Series B Preferred Stock with the Secretary of State of the State of Delaware on March 29, 2021 (the “Existing Certificate of Designation”);

WHEREAS, on July 14, 2021, the holders of a majority of the shares of the Series B Preferred Stock, representing the requisite stockholders required to amend and restate the Existing Certificate of Designation, voting separately as a class, approved the Amended and Restated Certificate of Designation as set forth below; and

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the authority expressly vested in the Board of Directors and in accordance with the provisions of the Certificate of Incorporation and the DGCL, the Existing Certificate of Designations for the Series B Preferred Stock shall be amended and restated and the designation and amount thereof and the voting powers, preferences, and relative, participation, optional and other special rights of the shares of such series and the qualifications, limitations or restrictions thereof are as follows:

1

**TERMS OF PREFERRED STOCK**

Section 1. Definitions. For the purposes hereof, the following terms shall have the following meanings:

“125% Conversion Price” shall have the meaning set forth in Section 6(b).

“Affiliate” means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 of the Securities Act.

“Alternate Consideration” shall have the meaning set forth in Section 7(e).

“Attribution Parties” shall have the meaning set forth in Section 6(d).



“Bankruptcy Event” means any of the following events: (a) the Corporation or any Significant Subsidiary (as such term is defined in Rule 1-02(w) of Regulation S-X) thereof commences a case or other proceeding under any bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction relating to the Corporation or any Significant Subsidiary thereof, (b) there is commenced against the Corporation or any Significant Subsidiary thereof any such case or proceeding that is not dismissed within 60 days after commencement, (c) the Corporation or any Significant Subsidiary thereof is adjudicated insolvent or bankrupt or any order of relief or other order approving any such case or proceeding is entered, (d) the Corporation or any Significant Subsidiary thereof suffers any appointment of any custodian or the like for it or any substantial part of its property that is not discharged or stayed within 60 calendar days after such appointment, (e) the Corporation or any Significant Subsidiary thereof makes a general assignment for the benefit of creditors, (f) the Corporation or any Significant Subsidiary thereof calls a meeting of its creditors with a view to arranging a composition, adjustment or restructuring of its debts, or (g) the Corporation or any Significant Subsidiary thereof, by any act or failure to act, expressly indicates its consent to, approval of or acquiescence in any of the foregoing or takes any corporate or other action for the purpose of effecting any of the foregoing.

“Base Conversion Price” shall have the meaning set forth in Section 7(b).

“Beneficial Ownership Limitation” shall have the meaning set forth in Section 6(d).

“Business Day” means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

“Buy-In” shall have the meaning set forth in Section 6(c)(iv).

“Change of Control Transaction” means the occurrence after the date hereof of any of (a) an acquisition after the date hereof by an individual or legal entity or “group” (as described in Rule 13d-5(b)(1) promulgated under the Exchange Act) of effective control (whether through legal or beneficial ownership of capital stock of the Corporation, by contract or otherwise) of in excess of 40% of the voting securities of the Corporation (other than by means of conversion or exercise of Preferred Stock and the Securities issued together with the Preferred Stock), other than any acquisition of shares of the Corporation’s Class B common stock, par value \$0.0001 per share, pursuant to the terms of any options outstanding as of June 1, 2020, (b) the Corporation merges into or consolidates with any other Person, or any Person merges into or consolidates with the Corporation and, after giving effect to such transaction, the stockholders of the Corporation immediately prior to such transaction own less than 60% of the aggregate voting power of the Corporation or the successor entity of such transaction, (c) the Corporation sells or transfers all or substantially all of its assets to another Person and the stockholders of the Corporation immediately prior to such transaction own less than 66% of the aggregate voting power of the acquiring entity immediately after the transaction, (d) a replacement at one time or within a one year period of more than one-half of the members of the Board of Directors which is not approved by a majority of those individuals who are members of the Board of Directors on the Original Issue Date (or by those individuals who are serving as members of the Board of Directors on any date whose nomination to the Board of Directors was approved by a majority of the members of the Board of Directors who are members on the Original Issue Date), or (e) the execution by the Corporation of an agreement to which the Corporation is a party or by which it is bound, providing for any of the events set forth in clauses (a) through (d) above.

“Commission” means the United States Securities and Exchange Commission.

“Common Stock” means the common stock of the Corporation, par value \$0.0001 per share, and stock of any other class of securities into which such securities may hereafter be reclassified or changed.

“Common Stock Equivalents” means any securities of the Corporation or the Subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, preferred stock, rights, options, warrants or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

“Conversion Amount” means the sum of the Stated Value at issue.

“Conversion Date” shall have the meaning set forth in Section 6(a).

“Conversion Price” shall have the meaning set forth in Section 6(b).

“Conversion Shares” means, collectively, the shares of Common Stock issuable upon conversion of the shares of Preferred Stock in accordance with the terms hereof.

“DGCL” has the meaning set forth in the preamble.

“Dilutive Issuance” shall have the meaning set forth in Section 7(b).

“Dilutive Issuance Notice” shall have the meaning set forth in Section 7(b).

“Dividend Conversion Rate” means, for each \$993 of Dividend Share Amount (or portion thereof), a share of Preferred Stock with a Stated Value of \$1080 (or a portion of a share thereof).

“Dividend Conversion Shares” shall have the meaning set forth in Section 3(a).

“Dividend Payment Date” shall have the meaning set forth in Section 3(a).

“Dividend Share Amount” shall have the meaning set forth in Section 3(a).

“Dividend Shares” shall have the meaning set forth in Section 3(a).

“Equity Conditions” means, during the period in question, (a) the Corporation shall have duly honored all conversions scheduled to occur or occurring by virtue of one or more Notices of Conversion of the applicable Holder on or prior to the dates so requested or required, if any, (b) the Corporation shall have paid all liquidated damages and other amounts owing to the applicable Holder in respect of the Preferred Stock, (c)(i) there is an effective registration statement pursuant to which (A) the Corporation may issue Dividend Shares and Conversion Shares or (B) the Holders are permitted to utilize the prospectus thereunder to resell all of the shares of Common Stock issuable pursuant to the Transaction Documents (and the Corporation believes, in good faith, that such effectiveness will continue uninterrupted for the foreseeable future) or (ii) all of the Conversion Shares issuable pursuant to the Transaction Documents (and shares issuable upon conversion of shares of Preferred Stock in lieu of cash payments of dividends) may be resold pursuant to Rule 144 without volume or manner-of-sale restrictions or current public information requirements as determined by counsel to the Corporation as set forth in a written opinion letter to such effect, addressed and acceptable to the Transfer Agent and the affected Holders or (iii) all of the Conversion Shares and Dividend Shares may be issued to the Holder pursuant to Section 3(a)(9) of the Securities Act and immediately resold without restriction, (d) the Common Stock is trading on a Trading Market and all of the shares issuable pursuant to the Transaction Documents are listed or quoted for trading on such Trading Market (and the Corporation believes, in good faith, that trading of the Common Stock on a Trading Market will continue uninterrupted for the foreseeable future), (e) there is a sufficient number of authorized, but unissued and otherwise unreserved, shares of Common Stock for the issuance of all of the shares then issuable pursuant to the Transaction Documents and there is no existing Authorized Share Failure, (f) there is no existing Triggering Event and no existing event which, with the passage of time or the giving of notice, would constitute a Triggering Event, (g) there has been no public announcement of a pending or proposed Fundamental Transaction or Change of Control Transaction that has not been consummated, and (h) the applicable Holder is not in possession of any information provided by the Corporation, any of its Subsidiaries, or any of their officers, directors, employees, agents or Affiliates, that constitutes, or may constitute, material non-public information.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“Exempt Issuance” means the issuance of (a) shares of Common Stock, restricted stock units or options to employees, consultants, officers or directors of the Corporation pursuant to any stock or option plan duly adopted by a majority of the non-

employee members of the Board of Directors of the Corporation or a majority of the members of a committee of non-employee directors established for such purpose for services rendered to the Corporation, (b) securities upon the exercise or exchange of or conversion of any securities issued pursuant to the Purchase Agreement and/or other securities exercisable or exchangeable for or convertible into shares of Common Stock issued and outstanding on the date of the Purchase Agreement, provided that such securities have not been amended since the date of the Purchase Agreement to increase the number of such securities or to decrease the exercise price, exchange price or conversion price of any such securities or to extend the term of such securities, (c) securities issued pursuant to acquisitions or strategic transactions approved by a majority of the disinterested directors of the Corporation, provided that such securities are issued as “restricted securities” (as defined in Rule 144) and carry no registration rights that require or permit the filing of any registration statement in connection therewith during the prohibition period in Section 4.13(a) in the Purchase Agreement, and provided that any such issuance shall only be to a Person (or to the equityholders of a Person) which is, itself or through its subsidiaries, an operating company or an owner of an asset in a business synergistic with the business of the Corporation and shall provide to the Corporation additional benefits in addition to the investment of funds, but shall not include a transaction in which the Corporation is issuing securities primarily for the purpose of raising capital or to an entity whose primary business is investing in securities and (d) securities to consultants, advisors or independent contractors as compensation for services provided to the Corporation in their capacity as such, and not for the purpose of raising capital, pursuant to any consulting agreement, advisory agreement or independent contractor agreement, in each case approved by a majority of the disinterested directors of the Corporation or a committee thereof comprised solely of disinterested directors of the Corporation.

“Fundamental Transaction” shall have the meaning set forth in Section 7(e).

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“Holder” shall have the meaning given such term in Section 2.

“Junior Securities” means the Common Stock and all other Common Stock Equivalents of the Corporation other than those securities which are explicitly senior or pari passu to the Preferred Stock in dividend rights or liquidation preference.

“Liquidation” shall have the meaning set forth in Section 5.

“New York Courts” shall have the meaning set forth in Section 11(d).

“Notice of Conversion” shall have the meaning set forth in Section 6(a).

“Optional Redemption” shall have the meaning set forth in Section 8(b).

“Optional Redemption Amount” means the sum of (a) 125% of the aggregate Stated Value then outstanding, (b) accrued but unpaid dividends and (c) all liquidated damages and other amounts due in respect of the Preferred Stock.

“Optional Redemption Date” shall have the meaning set forth in Section 8(a).

“Optional Redemption Notice” shall have the meaning set forth in Section 8(a).

“Optional Redemption Notice Date” shall have the meaning set forth in Section 8(a).

“Original Issue Date” means the date of the first issuance of any shares of the Preferred Stock regardless of the number of transfers of any particular shares of Preferred Stock and regardless of the number of certificates which may be issued to evidence such Preferred Stock.

“Payables Litigation” means (i) the written notice to the Corporation or any Subsidiary or (ii) the public announcement by the Corporation, any Subsidiary or any third party of any litigation or arbitration against the Corporation or any Subsidiary in any state or federal court or any arbitration venue that relates to the Corporation’s outstanding accounts payable in an amount that exceeds \$500,000.

“Person” means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

“Preferred Stock” shall have the meaning set forth in Section 2.

“Purchase Agreement” means the Securities Purchase Agreement, dated on or about the Original Issue Date, among the Corporation and the original Holders, as amended, modified or supplemented from time to time in accordance with its terms.

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6

“Rule 144” means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

“Securities” means the Preferred Stock, the Warrants, the Warrant Shares and the Conversion Shares.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Share Delivery Date” shall have the meaning set forth in Section 6(c).

“Stated Value” shall have the meaning set forth in Section 2, as the same may be increased pursuant to Section 3.

“Subscription Amount” shall mean, as to each Holder, the aggregate amount to be paid for the Preferred Stock purchased pursuant to the Purchase Agreement as specified below such Holder’s name on the signature page of the Purchase Agreement and next to the heading “Subscription Amount,” in United States dollars and in immediately available funds.

“Subsidiary” means any subsidiary of the Corporation as set forth on Schedule 3.1(a) of the Purchase Agreement and shall, where applicable, also include any direct or indirect subsidiary of the Corporation formed or acquired after the date of the Purchase Agreement.

“Successor Entity” shall have the meaning set forth in Section 7(e).

“Trading Day” means a day on which the principal Trading Market is open for business.

“Trading Market” means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, OTCQB or OTCQX (or any successors to any of the foregoing).

“Transaction Documents” means this Certificate of Designation, the Purchase Agreement, the Warrants, the Lock-Up Agreements, all exhibits and schedules thereto and hereto and any other documents or agreements executed in connection with the transactions contemplated pursuant to the Purchase Agreement.

“Transfer Agent” means V Stock Transfer, LLC, the current transfer agent of the Corporation, and any successor transfer agent of the Corporation.

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7

“Triggering Event” shall have the meaning set forth in Section 10(a).

“Triggering Redemption Amount” means, for each share of Preferred Stock, the sum of (a) the greater of (i) 120% of the aggregate Stated Value then outstanding and (ii) the product of (y) the VWAP on the Trading Day immediately preceding the date of the Triggering Event and (z) the Stated Value divided by the then Conversion Price, (b) all accrued but unpaid dividends thereon and (c) all liquidated damages and other costs, expenses or amounts due in respect of the Preferred Stock.

“Triggering Redemption Payment Date” shall have the meaning set forth in Section 10(b).

“VWAP” means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such

date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock are then reported in the “Pink Sheets” published by OTC Markets, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Purchasers of a majority in interest of the Securities then outstanding and reasonably acceptable to the Corporation, the fees and expenses of which shall be paid by the Corporation.

“Warrants” shall have the meaning ascribed to such term in the Purchase Agreement.

“Warrant Shares” means the shares of Preferred Stock issuable upon exercise of the Warrants.

Section 2. Designation, Amount and Par Value. The series of preferred stock shall be designated as its Series B Preferred Stock (the “Preferred Stock”) and the number of shares so designated shall be 20,000 (which shall not be subject to increase without the written consent of all of the holders of the Preferred Stock (each, a “Holder” and collectively, the “Holders”). Each share of Preferred Stock shall have a par value of \$0.0001 per share and a stated value equal to \$1,080 per share, subject to increase set forth in Section 3 below (the “Stated Value”).

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### Section 3. Dividends.

a) Dividends in Cash or in Kind. Holders shall be entitled to receive, and the Corporation shall pay, cumulative dividends at the rate per share (as a percentage of the Stated Value per share) of five percent (5%) per annum, payable quarterly on January 1, April 1, July 1 and October 1, beginning on the first such date after the Original Issue Date, on each Conversion Date (with respect only to Preferred Stock being converted) and on each Optional Redemption Date (with respect only to Preferred Stock being redeemed) (each such date, a “Dividend Payment Date”) (if any Dividend Payment Date is not a Trading Day, the applicable payment shall be due on the next succeeding Trading Day) in cash, or at the Holders’ option, in duly authorized, validly issued, fully paid and non-assessable shares of Preferred Stock (“Dividend Shares”) as set forth in this Section 3(a), or a combination thereof (the dollar amount of dividends to be paid in Dividend Shares, the “Dividend Share Amount”) at the Dividend Conversion Rate. The Holders shall have the same rights and remedies with respect to the delivery of any such shares as if such shares were being issued pursuant to Section 6.

b) Delivery of Dividend Shares. The Corporation shall deliver a certificate evidencing the Dividend Shares to the Holder no later than the earlier of (i) two (2) Trading Days and (ii) the number of days comprising the Standard Settlement Period (as defined in Section 6(c)(i) herein) following the Dividend Payment Date and the Corporation’s delivery of the Dividend Shares shall be subject to the provision of Section 6 herein, including, without limitation, the liquidated damages and Buy-In provisions therein. On the Dividend Payment Date, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Dividend Shares.

c) Dividend Calculations. Dividends on the Preferred Stock shall be calculated on the basis of a 360-day year, consisting of twelve 30 calendar day periods, and shall accrue daily commencing on the Original Issue Date, and shall be deemed to accrue from such date whether or not earned or declared and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of dividends. Dividends shall cease to accrue with respect to any Preferred Stock converted, provided that the Corporation actually delivers the Conversion Shares within the time period required by Section 6(c)(i) herein. Except as otherwise provided herein, if at any time the Corporation pays dividends partially in cash and partially in shares, then such payment shall be distributed ratably among the Holders based upon the number of shares of Preferred Stock held by each Holder on such Dividend Payment Date.

d) Late Fees. Any dividends, whether paid in cash or shares of Preferred Stock, that are not paid within three Trading Days following a Dividend Payment Date shall continue to accrue and shall entail a late fee, which must be paid in cash, at the rate of 12% per annum or the lesser rate permitted by applicable law which shall accrue daily from the Dividend Payment Date through and including the date of actual payment in full.

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e) Other Securities. So long as any Preferred Stock shall remain outstanding, other than pursuant to Section 8(a) herein, neither the Corporation nor any Subsidiary thereof shall redeem, purchase or otherwise acquire directly or indirectly any Junior Securities, other than, solely in connection with Junior Securities issued to employees, officers or directors of the Corporation for services rendered to the Corporation, Junior Securities in connection with the satisfaction of the exercise price of compensatory Junior Securities or the satisfaction of tax withholding obligations. So long as any Preferred Stock shall remain outstanding, neither the Corporation nor any Subsidiary thereof shall directly or indirectly pay or declare any dividend or make any distribution upon, nor shall any distribution be made in respect of, any Junior Securities as long as any dividends due on the Preferred Stock remain unpaid, nor shall any monies be set aside for or applied to the purchase or redemption (through a sinking fund or otherwise) of any Junior Securities or shares pari passu with the Preferred Stock.

Section 4. Voting Rights. Except as otherwise provided herein or as otherwise required by law, the Preferred Stock shall have no voting rights. However, as long as any shares of Preferred Stock are outstanding, the Corporation shall not, without the affirmative vote of the Holders of a majority of the then outstanding shares of the Preferred Stock, (a) alter or change adversely the powers, preferences or rights given to the Preferred Stock or alter or amend this Certificate of Designation, (b) authorize, create or issue any class of stock ranking as to dividends, redemption or distribution of assets upon a Liquidation (as defined in Section 5) senior to, or otherwise pari passu with, the Preferred Stock, (c) amend its certificate or articles of incorporation or other charter documents in any manner that adversely affects any rights of the Holders, (d) increase the number of authorized shares of Preferred Stock, or (e) enter into any agreement with respect to any of the foregoing.

Section 5. Liquidation. Upon any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary (a "Liquidation"), the Holders shall be entitled to receive out of the assets, whether capital or surplus, of the Corporation an amount equal to the Stated Value, plus any accrued and unpaid dividends thereon and any other fees or liquidated damages then due and owing thereon under this Certificate of Designation, for each share of Preferred Stock before any distribution or payment shall be made to the holders of any Junior Securities, and if the assets of the Corporation shall be insufficient to pay in full such amounts, then the entire assets to be distributed to the Holders shall be ratably distributed among the Holders in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full. A Fundamental Transaction or Change of Control Transaction shall not be deemed a Liquidation. The Corporation shall deliver written notice of any such Liquidation, not less than 45 days prior to the payment date stated therein, to each Holder.

Section 6. Conversion.

a) Conversions at Option of Holder. Each share of Preferred Stock shall be convertible, at any time and from time to time from and after the Original Issue Date at the option of the Holder thereof, into that number of shares of Common Stock (subject to the limitations set forth in Section 6(d)) determined by dividing the Stated Value of such share of Preferred Stock by the Conversion Price. Holders shall effect conversions by providing the Corporation with the form of conversion notice attached hereto as Annex A (a "Notice of Conversion"). Each Notice of Conversion shall specify the number of shares of Preferred Stock to be converted, the number of shares of Preferred Stock owned prior to the conversion at issue, the number of shares of Preferred Stock owned subsequent to the conversion at issue and the date on which such conversion is to be effected, which date may not be prior to the date the applicable Holder delivers by e-mail such Notice of Conversion to the Corporation (such date, the "Conversion Date"). If no Conversion Date is specified in a Notice of Conversion, the Conversion Date shall be the date that such Notice of Conversion to the Corporation is deemed delivered hereunder. Upon delivery of the Notice of Conversion by a Holder, such Holder shall be deemed for all corporate purposes to have become the holder of record of the Conversion Shares with respect to which the Preferred Stock has been converted, irrespective of date of delivery of such Conversion Shares. No ink-original Notice of Conversion shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Conversion form be required. The calculations and entries set forth in the Notice of Conversion shall control in the absence of manifest or mathematical error. To effect conversions of shares of Preferred Stock, a Holder shall not be required to surrender the certificate(s) representing the shares of Preferred Stock to the Corporation unless all of the shares of Preferred Stock represented thereby are so converted, in which case such Holder shall deliver the certificate representing such shares of Preferred Stock promptly following the Conversion Date at issue. Shares of Preferred Stock converted into Common Stock or redeemed in accordance with the terms hereof shall be canceled and shall not be reissued. Notwithstanding the foregoing, with respect to any Notice(s) of Conversion delivered by 12:00 p.m. (New York City time) on the Original Issue Date, the Corporation agrees to deliver the Conversion Shares subject to such notice(s) by 4:00 p.m. (New York City time) on the Original Issue Date. In the event the Company, at any time, sells or grants any option to purchase or sells or grants any right to repurchase,

or otherwise disposes of or issues (or announces any sale, grant, or any option to purchase or other disposition), any Common Stock or Common Stock Equivalents entitling any person to acquire shares of Common Stock, without consideration or for a consideration per share less than the applicable Conversion Price in effect immediately prior to such issuance or deemed issuance, then the Conversion Price shall be reduced, concurrently with such issuance or deemed issuance, to the consideration per share received by the Company for such issue or deemed issue of the Additional Shares of Common Stock; provided that if such issuance or deemed issuance was without consideration, then the Company shall be deemed to have received an aggregate of one-tenth of a cent (\$0.001) of consideration for all such Additional Shares of Common Stock issued or deemed to be issued; provided, further, no adjustment pursuant to the foregoing will be made in respect of an Exempt Issuance.

b) Conversion Price. The conversion price for the Preferred Stock shall be an amount equal to the lesser of (i) 125% of the ten (10)-day VWAP immediately preceding the Closing Date (as defined in the Purchase Agreement) (the “125% Conversion Price”), and (ii) 85% of the lowest VWAP of the Common Stock on a Trading Day during the 10 Trading Days prior to and ending on, and including, the Conversion Date (the “Conversion Price”); provided, that in no event shall the 125% Conversion Price or the Conversion Price be lower than One Dollar (\$1.00) and in no event will the Conversion Price exceed \$1.50 per share unless the Conversion Price is adjusted pursuant to Section 6(a) hereof.

c) Mechanics of Conversion

i. Delivery of Conversion Shares Upon Conversion. Not later than the earlier of (i) two (2) Trading Days and (ii) the number of Trading Days comprising the Standard Settlement Period (as defined below) after each Conversion Date (the “Share Delivery Date”), the Corporation shall deliver, or cause to be delivered, to the converting Holder (A) the number of Conversion Shares being acquired upon the conversion of the Preferred Stock, which Conversion Shares shall be free of restrictive legends and trading restrictions, and (B) a number of Dividend Shares in the amount of accrued and unpaid dividends on the shares of Preferred Stock subject to conversion, unless such accrued and unpaid dividends are converted into Conversion Shares as indicated on the Notice of Conversion. The Corporation shall deliver the Conversion Shares electronically through the Depository Trust Company or another established clearing corporation performing similar functions. As used herein, “Standard Settlement Period” means the standard settlement period, expressed in a number of Trading Days, on the Corporation’s primary Trading Market with respect to the Common Stock as in effect on the date of delivery of the Notice of Conversion, but in no event earlier than one (1) Trading Day after each Conversion Date.

ii. Failure to Deliver Conversion Shares. If, in the case of any Notice of Conversion, such Conversion Shares are not delivered to or as directed by the applicable Holder by the Share Delivery Date, the Holder shall be entitled to elect by written notice to the Corporation at any time on or before its receipt of such Conversion Shares, to rescind such Conversion, in which event the Corporation shall promptly return to the Holder any original Preferred Stock certificate delivered to the Corporation and the Holder shall promptly return to the Corporation the Conversion Shares issued to such Holder pursuant to the rescinded Notice of Conversion.

iii. Obligation Absolute; Partial Liquidated Damages. The Corporation’s obligation to issue and deliver the Conversion Shares upon conversion of Preferred Stock in accordance with the terms hereof are absolute and unconditional, irrespective of any action or inaction by a Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by such Holder or any other Person of any obligation to the Corporation or any violation or alleged violation of law by such Holder or any other person, and irrespective of any other circumstance which might otherwise limit such obligation of the Corporation to such Holder in connection with the issuance of such Conversion Shares; provided, however, that such delivery shall not operate as a waiver by the Corporation of any such action that the Corporation may have against such Holder. In the event a Holder shall elect to convert any or all of the Stated Value of its Preferred Stock, the Corporation may not refuse conversion based on any claim that such Holder or anyone associated or affiliated with such Holder has been engaged in any violation of law, agreement or for any other reason, unless an injunction from a court, on notice to Holder, restraining and/or enjoining conversion of all or part of the Preferred Stock of such Holder shall have been sought and obtained, and the Corporation posts a surety bond for the benefit of such Holder in the amount of 150%

of the Stated Value of Preferred Stock which is subject to the injunction, which bond shall remain in effect until the completion of arbitration/litigation of the underlying dispute and the proceeds of which shall be payable to such Holder to the extent it obtains judgment. In the absence of such injunction, the Corporation shall issue Conversion Shares and, if applicable, cash, upon a properly noticed conversion. If the Corporation fails to deliver to a Holder such Conversion Shares pursuant to Section 6(c)(i) by the Share Delivery Date applicable to such conversion, the Corporation shall pay to such Holder, in cash, as liquidated damages and not as a penalty, for each \$5,000 of Stated Value of Preferred Stock being converted, \$50 per Trading Day (increasing to \$100 per Trading Day on the fifth Trading Day after such damages begin to accrue) for each Trading Day after the Share Delivery Date until such Conversion Shares are delivered or Holder rescinds such conversion. Nothing herein shall limit a Holder's right to pursue actual damages or declare a Triggering Event pursuant to Section 10 hereof for the Corporation's failure to deliver Conversion Shares within the period specified herein and such Holder shall have the right to pursue all remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief. The exercise of any such rights shall not prohibit a Holder from seeking to enforce damages pursuant to any other Section hereof or under applicable law.

iv. Compensation for Buy-In on Failure to Timely Deliver Conversion Shares Upon Conversion. In addition to any other rights available to the Holder, if the Corporation fails for any reason to deliver to a Holder the applicable Conversion Shares by the Share Delivery Date pursuant to Section 6(c)(i) (other than solely a failure caused by incorrect or incomplete information provided by Holder to the Corporation on the Notice of Conversion), and if after such Share Delivery Date such Holder is required by its brokerage firm to purchase (in an open market transaction or otherwise), or the Holder's brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by such Holder of the Conversion Shares which such Holder was entitled to receive upon the conversion relating to such Share Delivery Date (a "Buy-In"), then the Corporation shall (A) pay in cash to such Holder (in addition to any other remedies available to or elected by such Holder) the amount, if any, by which (x) such Holder's total purchase price (including any brokerage commissions) for the Common Stock so purchased exceeds (y) the product of (1) the aggregate number of shares of Common Stock that such Holder was entitled to receive from the conversion at issue multiplied by (2) the actual sale price at which the sell order giving rise to such purchase obligation was executed (including any brokerage commissions) and (B) at the option of such Holder, either reissue (if surrendered) the shares of Preferred Stock equal to the number of shares of Preferred Stock submitted for conversion (in which case, such conversion shall be deemed rescinded) or deliver to such Holder the number of shares of Common Stock that would have been issued if the Corporation had timely complied with its delivery requirements under Section 6(c)(i). For example, if a Holder purchases shares of Common Stock having a total purchase price of \$11,000 to cover a Buy-In with respect to an attempted conversion of shares of Preferred Stock with respect to which the actual sale price of the Conversion Shares (including any brokerage commissions) giving rise to such purchase obligation was a total of \$10,000 under clause (A) of the immediately preceding sentence, the Corporation shall be required to pay such Holder \$1,000. The Holder shall provide the Corporation written notice indicating the amounts payable to such Holder in respect of the Buy-In and, upon request of the Corporation, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Corporation's failure to timely deliver the Conversion Shares upon conversion of the shares of Preferred Stock as required pursuant to the terms hereof.

v. Reservation of Shares Issuable Upon Conversion. The Corporation covenants that it will at all times reserve and keep available out of its authorized and unissued shares of Common Stock for the sole purpose of issuance upon conversion of the Preferred Stock and payment of dividends on the Preferred Stock, each as provided herein, free from preemptive rights or any other actual contingent purchase rights of Persons other than the Holder (and the other holders of the Preferred Stock), not less than such aggregate number of shares of the Common Stock as shall (subject to the terms and conditions set forth in the Purchase Agreement) be issuable (taking into account the adjustments and restrictions of Section 7) upon the conversion of the then outstanding shares of Preferred Stock and payment of dividends hereunder. The Corporation covenants that all shares of Common Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued, fully paid and nonassessable.



vi. Fractional Shares. No fractional shares or scrip representing fractional shares shall be issued upon the conversion of the Preferred Stock. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such conversion, the Corporation shall at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Conversion Price or round up to the next whole share. Notwithstanding anything to the contrary contained herein, but consistent with the provisions of this subsection with respect to fractional Conversion Shares, nothing shall prevent any Holder from converting fractional shares of Preferred Stock.

vii. Transfer Taxes and Expenses. The issuance of Conversion Shares on conversion of this Preferred Stock shall be made without charge to any Holder for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such Conversion Shares, provided that the Corporation shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such Conversion Shares upon conversion in a name other than that of the Holders of such shares of Preferred Stock and the Corporation shall not be required to issue or deliver such Conversion Shares unless or until the Person or Persons requesting the issuance thereof shall have paid to the Corporation the amount of such tax or shall have established to the satisfaction of the Corporation that such tax has been paid. The Corporation shall pay all Transfer Agent fees required for same-day processing of any Notice of Conversion and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Conversion Shares.

d) Beneficial Ownership Limitation. The Corporation shall not effect any conversion of the Preferred Stock, and a Holder shall not have the right to convert any portion of the Preferred Stock, to the extent that, after giving effect to the conversion set forth on the applicable Notice of Conversion, such Holder (together with such Holder's Affiliates, and any Persons acting as a group together with such Holder or any of such Holder's Affiliates (such Persons, "Attribution Parties")) would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by such Holder and its Affiliates and Attribution Parties shall include the number of shares of Common Stock issuable upon conversion of the Preferred Stock with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which are issuable upon (i) conversion of the remaining, unconverted Stated Value of Preferred Stock beneficially owned by such Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Corporation subject to a limitation on conversion or exercise analogous to the limitation contained herein (including, without limitation, the Preferred Stock or the Warrants) beneficially owned by such Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 6(d), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. To the extent that the limitation contained in this Section 6(d) applies, the determination of whether the Preferred Stock is convertible (in relation to other securities owned by such Holder together with any Affiliates and Attribution Parties) and of how many shares of Preferred Stock are convertible shall be in the sole discretion of such Holder, and the submission of a Notice of Conversion shall be deemed to be such Holder's determination of whether the shares of Preferred Stock may be converted (in relation to other securities owned by such Holder together with any Affiliates and Attribution Parties) and how many shares of the Preferred Stock are convertible, in each case subject to the Beneficial Ownership Limitation. To ensure compliance with this restriction, each Holder will be deemed to represent to the Corporation each time it delivers a Notice of Conversion that such Notice of Conversion has not violated the restrictions set forth in this paragraph and the Corporation shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 6(d), in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as stated in the most recent of the following: (i) the Corporation's most recent periodic or annual report filed with the Commission, as the case may be, (ii) a more recent public announcement by the Corporation or (iii) a more recent written notice by the Corporation or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Holder (which may be via email), the Corporation shall within one Trading Day confirm orally and in writing (which may be via email) to such Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Corporation, including the Preferred Stock, by such Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon conversion of Preferred Stock held by the applicable Holder. A Holder, upon notice to the Corporation, may increase or decrease the Beneficial Ownership Limitation provisions of

this Section 6(d) applicable to its Preferred Stock provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon conversion of this Preferred Stock held by the Holder and the provisions of this Section 6(d) shall continue to apply. Any such increase in the Beneficial Ownership Limitation will not be effective until the 61<sup>st</sup> day after such notice is delivered to the Corporation and shall only apply to such Holder and no other Holder. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 6(d) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation contained herein or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of Preferred Stock.

#### Section 7. Certain Adjustments.

a) Stock Dividends and Stock Splits. If the Corporation, at any time while this Preferred Stock is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions payable in shares of Common Stock on shares of Common Stock or any other Common Stock Equivalents (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Corporation upon conversion of, or payment of a dividend on, this Preferred Stock), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of a reverse stock split, combination or otherwise) outstanding shares of Common Stock into a smaller number of shares or (iv) issues, in the event of a reclassification of shares of the Common Stock, any shares of capital stock of the Corporation, then the 125% Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding any treasury shares of the Corporation) outstanding immediately before such event, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to this Section 7(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

b) Subsequent Equity Sales; Issuance of Additional Shares. If, at any time while this Preferred Stock is outstanding, the Corporation or any Subsidiary, as applicable, sells or grants any option to purchase or sells or grants any right to repurchase, or otherwise disposes of or issues (or announces any sale, grant or any option to purchase or other disposition), any Common Stock or Common Stock Equivalents entitling any Person to acquire shares of Common Stock at an effective price per share that is lower than the Conversion Price that applied to each conversion of Preferred Stock by a Holder during the five (5) Trading Days prior to and including the date of such issuance (such lower price, the “Base Conversion Price” and such issuances, collectively, a “Dilutive Issuance” and each conversion during the five (5) Trading Days prior to and including the date of such Dilutive Issuance, an “Applicable Conversion” and the applicable Conversion Price in an Applicable Conversion, the “Applicable Conversion Price”) (if the holder of the Common Stock or Common Stock Equivalents so issued shall at any time, whether by operation of purchase price adjustments, reset provisions, floating conversion, exercise or exchange prices or otherwise, or due to warrants, options or rights per share which are issued in connection with such issuance, be entitled to receive shares of Common Stock at an effective price per share that is lower than the Applicable Conversion Price, such issuance shall be deemed to have occurred for less than the Applicable Conversion Price on such date of the Dilutive Issuance), then the Applicable Conversion Price shall be retroactively reduced to equal the Base Conversion Price in connection with an Applicable Conversion and, within two (2) Trading Days after each Dilutive Issuance, the Corporation shall issue and deliver to each Holder that had made one or more Applicable Conversions an additional number of shares of Common Stock equal to a difference between (i) the number of Conversion Shares that would have been issued to such Holder in the Applicable Conversion if the Applicable Conversion Price had equaled the Base Conversion Price minus (ii) the number of Conversion Shares previously issued to such Holder in the Applicable Conversion (such additional shares of Common Stock, the “Additional Shares”). For the avoidance of doubt, if more than one security is issued in a transaction that is being analyzed to determine whether a Dilutive Issuance has occurred and/or to determine a Base Conversion Price, each security so issued shall be analyzed separately with respect to such determinations such that the lowest effective price per share with respect to each such security shall be used. For example, if the Applicable Conversion Price is \$1.00 and the Corporation issues units for \$0.90 per unit, with each unit comprised of 1 share of Common Stock and 1 warrant exercisable for 1 share of Common Stock, which new warrant has an exercise price of \$1.50 per share, the Base Conversion Price will be \$0.90. Notwithstanding the foregoing, no adjustment will be made under this Section 7(b) in respect of an Exempt Issuance. The Corporation shall notify the Holders in writing, no later than the Trading Day following the issuance of any Common Stock or Common Stock Equivalents subject to this Section 7(b), indicating therein the applicable issuance price, or applicable reset price, exchange price, conversion price and other pricing terms (such notice, the “Dilutive Issuance Notice”). For purposes hereunder, the Additional Shares shall be “Conversion Shares” and the Corporation shall deliver such Additional Shares electronically through the Depository Trust Company or another

established clearing corporation performing similar functions in compliance with the delivery requirements of Section 6(c) and the Beneficial Ownership Limitation in Section 6(d). To the extent that a Holder is unable to receive any Additional Shares as a result of Section 6(d) herein, such Additional Shares shall be held in abeyance for the Holder until such time, if ever, as the Holder's right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation. For the avoidance of doubt, in connection with each Dilutive Issuance, the Corporation shall issue Additional Shares in connection with each Applicable Conversion as applicable hereunder.

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17

c) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 7(a) above, if at any time the Corporation grants, issues or sells any Common Stock Equivalents or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of Common Stock (the "Purchase Rights"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of such Holder's Preferred Stock (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights (provided, however, that, to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such shares of Common Stock as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

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18

d) Pro Rata Distributions. During such time as this Preferred Stock is outstanding, if the Corporation declares or makes any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) other than distributions subject to Section 7(a) hereof (a "Distribution"), at any time after the issuance of this Preferred Stock, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of this Preferred Stock (without regard to any limitations on conversion hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution (provided, however, to the extent that the Holder's right to participate in any such Distribution would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Distribution to such extent (or in the beneficial ownership of any shares of Common Stock as a result of such Distribution to such extent) and the portion of such Distribution shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

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19

e) Fundamental Transaction. If, at any time while this Preferred Stock is outstanding, (i) the Corporation, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Corporation with or into another Person, (ii) the Corporation, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Corporation or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Common Stock, (iv) the Corporation, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, or (v) the Corporation, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or

scheme of arrangement) with another Person whereby such other Person acquires more than 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each a “Fundamental Transaction”), then, upon any subsequent conversion of this Preferred Stock, the Holder shall have the right to receive, for each Conversion Share that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction (without regard to any limitation in Section 6(d) on the conversion of this Preferred Stock), the number of shares of Common Stock of the successor or acquiring corporation or of the Corporation, if it is the surviving corporation, and any additional consideration (the “Alternate Consideration”) receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Preferred Stock is convertible immediately prior to such Fundamental Transaction (without regard to any limitation in Section 6(d) on the conversion of this Preferred Stock). For purposes of any such conversion, the determination of the Conversion Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Corporation shall apportion the Conversion Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any conversion of this Preferred Stock following such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, any successor to the Corporation or surviving entity in such Fundamental Transaction shall file a new Certificate of Designation with the same terms and conditions and issue to the Holders new preferred stock consistent with the foregoing provisions and evidencing the Holders’ right to convert such preferred stock into Alternate Consideration. The Corporation shall cause any successor entity in a Fundamental Transaction in which the Corporation is not the survivor (the “Successor Entity”) to assume in writing all of the obligations of the Corporation under this Certificate of Designation and the other Transaction Documents in accordance with the provisions of this Section 7(e) pursuant to written agreements in form and substance reasonably satisfactory to the Holders of a majority of the outstanding shares of Preferred Stock and approved by the Holders of a majority of the outstanding shares of Preferred Stock (without unreasonable delay) prior to such Fundamental Transaction and shall, at the option of the holder of this Preferred Stock, deliver to the Holder in exchange for this Preferred Stock a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Preferred Stock which is convertible for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon conversion of this Preferred Stock (without regard to any limitations on the conversion of this Preferred Stock) prior to such Fundamental Transaction, and with a conversion price which applies the conversion price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such conversion price being for the purpose of protecting the economic value of this Preferred Stock immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Certificate of Designation and the other Transaction Documents referring to the “Corporation” shall refer instead to the Successor Entity), and may exercise every right and power of the Corporation and shall assume all of the obligations of the Corporation under this Certificate of Designation and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Corporation herein.

f) Calculations. All calculations under this Section 7 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 7, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding any treasury shares of the Corporation) issued and outstanding.

g) Notice to the Holders.

i. Adjustment to Conversion Price. Whenever the Applicable Conversion Price or the 125% Conversion Price is adjusted pursuant to any provision of this Section 7, the Corporation shall promptly deliver to each Holder by facsimile or email a notice setting forth the Applicable Conversion Price or the 125% Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

ii. Notice to Allow Conversion by Holder. If (A) the Corporation shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Corporation shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Corporation shall authorize the granting to all holders of

the Common Stock of rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Corporation shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Corporation is a party, any sale or transfer of all or substantially all of the assets of the Corporation, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property or (E) the Corporation shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Corporation, then, in each case, the Corporation shall cause to be filed at each office or agency maintained for the purpose of conversion of this Preferred Stock, and shall cause to be delivered by facsimile or email to each Holder at its last facsimile number or email address as it shall appear upon the stock books of the Corporation, at least twenty (20) calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange, provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Corporation or any of the Subsidiaries, the Corporation shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to convert the Conversion Amount of this Preferred Stock (or any part hereof) during the 20-day period commencing on the date of such notice through the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

#### Section 8. Optional Redemption.

a) Optional Redemption at Election of Corporation. Subject to the provisions of this Section 8, at any time after thirty (30) days following the Closing Date (as defined in the Purchase Agreement), the Corporation may deliver a notice to the Holders (an “Optional Redemption Notice” and the date such notice is deemed delivered hereunder, the “Optional Redemption Notice Date”) of its irrevocable election to redeem some or all of the then outstanding Preferred Stock, for cash in an amount equal to the Optional Redemption Amount on the thirtieth (30th) day following the Optional Redemption Notice Date (such date, the “Optional Redemption Date” and such redemption, the “Optional Redemption”). The Optional Redemption Amount is payable in full on the Optional Redemption Date. The Corporation may only effect an Optional Redemption if each of the Equity Conditions shall have been met in all material respects on each Trading Day occurring during the period commencing on the Optional Redemption Notice Date through to the Optional Redemption Date and through and including the date payment of the Optional Redemption Amount is actually made. If any of the Equity Conditions shall cease to be satisfied in any material respect at any time during the thirty (30) day period, then a Holder may elect to nullify the Optional Redemption Notice as to such Holder by notice to the Corporation within three (3) Trading Days after the first day on which any such Equity Condition has not been met (provided that, if by a provision of the Transaction Documents, the Corporation is obligated to notify the Holders of the non-existence of an Equity Condition, such notice period shall be extended to the third Trading Day after proper notice from the Corporation) in which case the Optional Redemption Notice shall be null and void, ab initio. The Corporation covenants and agrees that the Corporation will honor all Notices of Conversion tendered from the time of delivery of the Optional Redemption Notice through the date that the Optional Redemption Amount is paid in full.

b) Redemption Procedure. The payment of cash pursuant to an Optional Redemption shall be made on the Optional Redemption Date. If any portion of the cash payment for an Optional Redemption has not been paid by the Corporation on the Optional Redemption Date, interest shall accrue thereon until such amount is paid in full at a rate equal to the lesser of 18% per annum or the maximum rate permitted by applicable law.

Section 9. Negative Covenants. As long as any shares of Preferred Stock are outstanding, unless the holders of at least 51% in Stated Value of the then outstanding shares of Preferred Stock shall have otherwise given prior written consent, the Corporation shall not, and shall not permit any of the Subsidiaries to, directly or indirectly:

a) amend the Corporation's charter documents, including, without limitation, its certificate of incorporation and bylaws, in any manner that materially and adversely affects any rights of the Holder;

b) repay, repurchase or offer to repay, repurchase or otherwise acquire more than a de minimis number of shares of its Common Stock, Common Stock Equivalents or Junior Securities, other than as to (i) the Conversion Shares or Warrant Shares as permitted or required under the Transaction Documents, (ii) other than, solely in connection with Junior Securities issued to employees, officers or directors of the Corporation for services rendered to the Corporation, Junior Securities in connection with the satisfaction of the exercise price of compensatory Junior Securities or the satisfaction of tax withholding obligations, and (iii) repurchases of Common Stock or Common Stock Equivalents of departing officers and directors of the Corporation, provided that such repurchases under this Section 9(a)(iii) shall not exceed an aggregate of \$100,000 for all officers and directors for so long as the Preferred Stock is outstanding;

c) pay cash dividends or distributions on Junior Securities of the Corporation;

d) enter into any transaction with any Affiliate of the Corporation which would be required to be disclosed in any public filing with the Commission, unless such transaction is made on an arm's-length basis and expressly approved by a majority of the disinterested directors of the Corporation (even if less than a quorum otherwise required for board approval); or

e) enter into any agreement with respect to any of the foregoing.

#### Section 10. Redemption Upon Triggering Events.

a) "Triggering Event" means, wherever used herein any of the following events (whatever the reason for such event and whether such event shall be voluntary or involuntary or effected by operation of law or pursuant to any judgment, decree or order of any court, or any order, rule or regulation of any administrative or governmental body), to which the Holders of a majority of the then outstanding shares of Preferred Stock do not provide prior written consent:

i. (a) if the Corporation fails to provide at all times a registration statement (including the Registration Statement (as defined in the Registration Rights Agreement, dated March 26, 2021 between the Corporation and Leviston Resources LLC, as amended)) or usable prospectus that permits the Corporation to issue the Conversion Shares and Warrant Shares or which allows the Holder to sell the Conversion Shares pursuant thereto, subject to a grace period of 20 calendar days in the aggregate in any 365-day period or (b) if the Corporation cannot issue the Conversion Shares pursuant to Section 3(a)(9) of the Securities Act;

ii. the Corporation shall fail to deliver Conversion Shares issuable upon a conversion hereunder that comply with the provisions hereof prior to the seventh (7th) Trading Day after such shares are required to be delivered hereunder, or the Corporation shall provide written notice to any Holder, including by way of public announcement, at any time, of its intention not to comply with requests for conversion of any shares of Preferred Stock in accordance with the terms hereof;

iii. the Corporation shall fail for any reason to pay in full the amount of cash due pursuant to a Buy-In within five (5) calendar days after notice therefor is delivered hereunder;

iv. there shall have occurred an Authorized Share Failure;

v. unless specifically addressed elsewhere in this Certificate of Designation as a Triggering Event, the Corporation shall fail to observe or perform any other covenant, agreement or warranty contained in, or otherwise commit any breach of the Transaction Documents, and such failure or breach shall not, if subject to the possibility of a cure by the Corporation, have been cured within 30 calendar days after the date of such failure to observe or perform or such breach;

vi. the Corporation shall redeem more than a de minimis number of Junior Securities other than as to (a) repurchases of Common Stock or Common Stock Equivalents from departing officers and directors, provided that, while any of the Preferred Stock remains outstanding, such repurchases shall not exceed an aggregate of \$100,000 from

all officers and directors, or (b) solely in connection with Junior Securities issued to employees, officers or directors of the Corporation for services rendered to the Corporation, Junior Securities in connection with the satisfaction of the exercise price of compensatory Junior Securities or the satisfaction of tax withholding obligations;

- vii. the Corporation shall be party to a Change of Control Transaction or a Fundamental Transaction;
- viii. there shall have occurred a Bankruptcy Event;
- ix. the Common Stock shall fail to be listed or quoted for trading on a Trading Market for more than five Trading Days, which need not be consecutive Trading Days;
- x. any monetary judgment, writ or similar final process shall be entered or filed against the Corporation, any subsidiary or any of their respective property or other assets for more than \$250,000, and such judgment, writ or similar final process shall remain unvacated, unbonded or unstayed for a period of 60 calendar days;
- xi. the electronic transfer by the Corporation of shares of Common Stock through the Depository Trust Company or another established clearing corporation is no longer available or is subject to a “chill”; or
- xii. there shall have occurred a Payables Litigation and such Payables Litigation shall remain unvacated, unbonded, and unstayed for a period of 45 days.

b) Upon the occurrence of a Triggering Event, each Holder shall (in addition to all other rights it may have hereunder or under applicable law) have the right, exercisable at the sole option of such Holder, to require the Corporation to, (A) adjust the Conversion Price in Section 6(b) such that (a) the language in clause (ii) of the definition of Conversion Price in Section 6(b) herein shall be changed to “70% of the lowest VWAP of the Common Stock on a Trading Day during the ten (10) Trading Days prior to and ending on, and including, the Conversion Date” and (b) on the Triggering Event Adjustment Date (as defined below), the 125% Conversion Price shall be reduced, and only reduced, to the lesser of (i) the then 125% Conversion Price and (ii) 70% of the lowest VWAP of the Common Stock on a Trading Day during the ten (10) Trading Days prior to and ending on, and including, the Triggering Event Adjustment Date (such period, the “Adjustment Measurement Period”). For purposes herein, the “Triggering Event Adjustment Date” means the tenth (10<sup>th</sup>) Trading Day following the Triggering Event. The Corporation shall notify each Holder of the applicable adjustment to the 125% Conversion Price as of such Triggering Event Adjustment Date (the “Triggering Event Adjustment Notice”). For purposes of clarification, whether or not the Corporation provides a Triggering Event Adjustment Notice pursuant to this Section 10(b), each Holder shall receive a number of Conversion Shares and retain a number of shares of Preferred Stock based upon the Conversion Price as adjusted hereunder, regardless of whether a Holder accurately refers to such price or number of shares of Preferred Stock in any Notice of Conversion. Any adjustment to the 125% Conversion Price pursuant to this section shall be effective retroactively to the first Trading Day during each Adjustment Measurement Period. Accordingly, with respect to Notices of Conversion effected during an Adjustment Measurement Period, in the event that the 125% Conversion Price is reduced hereunder, within the earlier of (i) two (2) Trading Days and (ii) the Standard Settlement Period immediately following the end of such Adjustment Measurement Period, the Corporation shall issue to the applicable Holder additional Conversion Shares based a Conversion Price equal to the 125% Conversion Price as adjusted hereunder with respect to such Notices of Conversion. If elected by the Holder, the Triggering Redemption Amount, in cash, shall be due and payable within five Trading Days of the date on which the notice for the payment therefor is provided by a Holder (the “Triggering Redemption Payment Date”). If the Corporation fails to pay in full the Triggering Redemption Amount hereunder on the date such amount is due in accordance with this Section, the Corporation will pay interest thereon at a rate equal to the lesser of 18% per annum or the maximum rate permitted by applicable law, accruing daily from such date until the Triggering Redemption Amount, plus all such interest thereon, is paid in full. For purposes of this Section, a share of Preferred Stock is outstanding until such date as the applicable Holder shall have received Conversion Shares upon a conversion (or attempted conversion) thereof that meets the requirements hereof or has been paid the Triggering Redemption Amount in cash.

#### Section 11. Miscellaneous.

a) Notices. Any and all notices or other communications or deliveries to be provided by the Holders hereunder including, without limitation, any Notice of Conversion, shall be in writing and delivered personally, by e-mail attachment, or sent by a nationally recognized overnight courier service, addressed to the Corporation, at its principal executive offices, Attention: Scott Kaufman, Chief Executive Officer, e-mail address [scott@wizardbrands.com](mailto:scott@wizardbrands.com), or such other e-mail address or address as the Corporation may specify for such purposes by notice to the Holders delivered in accordance with this Section 11. Any and all notices or other communications or deliveries to be provided by the Corporation hereunder shall be in writing and delivered personally, by e-mail attachment, or sent by a nationally recognized overnight courier service addressed to each Holder at the facsimile number, e-mail address or address of such Holder appearing on the books of the Corporation, or if no such facsimile number, e-mail address or address appears on the books of the Corporation, at the principal place of business of such Holder, as set forth in the Purchase Agreement. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number or e-mail attachment at the e-mail address set forth in this Section prior to 6:00 p.m. (New York City time) on any date, (ii) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number or e-mail attachment at the e-mail address set forth in this Section on a day that is not a Trading Day or later than 6:00 p.m. (New York City time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given.

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26

b) Absolute Obligation. Except as expressly provided herein, no provision of this Certificate of Designation shall alter or impair the obligation of the Corporation, which is absolute and unconditional, to pay liquidated damages, accrued dividends and accrued interest, as applicable, on the shares of Preferred Stock at the time, place, and rate, and in the coin or currency, herein prescribed.

c) Lost or Mutilated Preferred Stock Certificate. If a Holder's Preferred Stock certificate shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the shares of Preferred Stock so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership hereof reasonably satisfactory to the Corporation.

d) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Certificate of Designation shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof (other than Section 5-1401 of the General Obligations Law). All legal proceedings concerning the interpretation, enforcement and defense of the transactions contemplated by any of the Transaction Documents (whether brought against a party hereto or its respective Affiliates, directors, officers, shareholders, employees or agents) shall be commenced in the state and federal courts sitting in the City of New York, Borough of Manhattan (the "New York Courts"). The Corporation and each Holder hereby irrevocably submits to the exclusive jurisdiction of the New York Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such New York Courts, or such New York Courts are improper or inconvenient venue for such proceeding. The Corporation and each Holder hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Certificate of Designation and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by applicable law. The Corporation and each Holder hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Certificate of Designation or the transactions contemplated hereby. If the Corporation or any Holder shall commence an action or proceeding to enforce any provisions of this Certificate of Designation, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its attorneys' fees and other costs and expenses incurred in the investigation, preparation and prosecution of such action or proceeding.

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27



e) Waiver. Any waiver by the Corporation or a Holder of a breach of any provision of this Certificate of Designation shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Certificate of Designation or a waiver by any other Holders. The failure of the Corporation or a Holder to insist upon strict adherence to any term of this Certificate of Designation on one or more occasions shall not be considered a waiver or deprive that party (or any other Holder) of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate of Designation on any other occasion. Any waiver by the Corporation or a Holder must be in writing.

f) Severability. If any provision of this Certificate of Designation is invalid, illegal or unenforceable, the balance of this Certificate of Designation shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law.

g) Next Business Day. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

h) Headings. The headings contained herein are for convenience only, do not constitute a part of this Certificate of Designation and shall not be deemed to limit or affect any of the provisions hereof.

i) Status of Converted or Redeemed Preferred Stock. Shares of Preferred Stock may only be issued pursuant to the Purchase Agreement. If any shares of Preferred Stock shall be converted, redeemed or reacquired by the Corporation, such shares shall resume the status of authorized but unissued shares of preferred stock and shall no longer be designated as Series B Preferred Stock.

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RESOLVED, FURTHER, that the Chairman, the president or any vice-president, and the secretary or any assistant secretary, of the Corporation be and they hereby are authorized and directed to prepare and file this Amended and Restated Certificate of Designation of Preferences, Rights and Limitations in accordance with the foregoing resolution and the provisions of Delaware law.

IN WITNESS WHEREOF, the undersigned have executed this Certificate this 16th day of July 2021.

/s/ Scott Kaufman

Name: Scott Kaufman

Title: Chief Executive Officer

## ANNEX A

### NOTICE OF CONVERSION

(TO BE EXECUTED BY THE REGISTERED HOLDER IN ORDER TO CONVERT SHARES OF PREFERRED STOCK)

The undersigned hereby elects to convert the number of shares of Series B Preferred Stock indicated below into shares of Class A common stock, par value \$0.0001 per share (the "Common Stock"), of Creek Road Miners, Inc. (f/k/a Wizard Brands, Inc.), a Delaware corporation (the "Corporation"), according to the conditions hereof, as of the date written below. If shares of Common Stock are to be issued in the name of a Person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto. No fee will be charged to the Holders for any conversion, except for any such transfer taxes.

Conversion calculations:

Date to Effect Conversion: \_\_\_\_\_

Number of shares of Preferred Stock owned prior to Conversion: \_\_\_\_\_

Number of shares of Preferred Stock to be Converted: \_\_\_\_\_

Stated Value of shares of Preferred Stock to be Converted: \$ \_\_\_\_\_

Accrued Dividends Included in Stated Value of shares of Preferred Stock to be Converted: \$ \_\_\_\_\_

Number of shares of Common Stock to be Issued: \_\_\_\_\_

Applicable Conversion Price: \$ \_\_\_\_\_

Number of shares of Preferred Stock subsequent to Conversion: \_\_\_\_\_

Address for Delivery: \_\_\_\_\_

or

DWAC Instructions:

Broker no: \_\_\_\_\_

Account no: \_\_\_\_\_

HOLDER

By: \_\_\_\_\_

Name:

Title:

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER  
PURSUANT TO SECTION 302 OF THE  
SARBANES-OXLEY ACT OF 2002**

I, Scott D. Kaufman, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Creek Road Miners, Inc.;

2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal controls over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly for the period in which this quarterly report is being prepared;

b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;

d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):

a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

Date: August 13, 2021

By: */s/ Scott D. Kaufman*

\_\_\_\_\_  
Scott D. Kaufman  
Principal Executive Officer

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER  
PURSUANT TO SECTION 302 OF THE  
SARBANES-OXLEY ACT OF 2002**

I, Heidi C. Bowman, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Creek Road Miners, Inc.;

2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal controls over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly for the period in which this quarterly report is being prepared;

b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;

d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):

a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

Date: August 13, 2021

By: /s/ Heidi C. Bowman

Heidi C. Bowman  
Principal Financial Officer

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO SECTION 906 OF  
THE SARBANES-OXLEY ACT OF 2002**

In connection with this Quarterly Report of Creek Road Miners, Inc. (the "Company"), on Form 10-Q for the period ended June 30, 2021, as filed with the U.S. Securities and Exchange Commission on the date hereof, I, Scott D. Kaufman, Principal Executive Officer of the Company, certify to the best of my knowledge, pursuant to 18 U.S.C. Sec. 1350, as adopted pursuant to Sec. 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) Such Quarterly Report on Form 10-Q for the period ended June 30, 2021, fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in such Quarterly Report on Form 10-Q for the period ended June 30, 2021, fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 13, 2021

By: */s/ Scott D. Kaufman*

\_\_\_\_\_  
Scott D. Kaufman

Principal Executive Officer

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**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO SECTION 906 OF  
THE SARBANES-OXLEY ACT OF 2002**

In connection with this Quarterly Report of Creek Road Miners, Inc. (the "Company"), on Form 10-Q for the period ended June 30, 2021, as filed with the U.S. Securities and Exchange Commission on the date hereof, I, Heidi C. Bowman, Principal Financial Officer of the Company, certify to the best of my knowledge, pursuant to 18 U.S.C. Sec. 1350, as adopted pursuant to Sec. 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) Such Quarterly Report on Form 10-Q for the period ended June 30, 2021, fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in such Quarterly Report on Form 10-Q for the period ended June 30, 2021, fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 13, 2021

By: */s/ Heidi C. Bowman*

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Heidi C. Bowman  
Principal Financial Officer

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**Cover - shares****6 Months Ended****Jun. 30, 2021****Aug. 12, 2021****Cover [Abstract]**

<u>Document Type</u>	10-Q	
<u>Amendment Flag</u>	false	
<u>Document Quarterly Report</u>	true	
<u>Document Transition Report</u>	false	
<u>Document Period End Date</u>	Jun. 30, 2021	
<u>Document Fiscal Period Focus</u>	Q2	
<u>Document Fiscal Year Focus</u>	2021	
<u>Current Fiscal Year End Date</u>	--12-31	
<u>Entity File Number</u>	000-33383	
<u>Entity Registrant Name</u>	CREEK ROAD MINERS, INC.	
<u>Entity Central Index Key</u>	0001162896	
<u>Entity Tax Identification Number</u>	98-0357690	
<u>Entity Incorporation, State or Country Code</u>	DE	
<u>Entity Address, Address Line One</u>	2700 Homestead Road	
<u>Entity Address, Address Line Two</u>	Suite 50	
<u>Entity Address, City or Town</u>	Park City	
<u>Entity Address, State or Province</u>	UT	
<u>Entity Address, Postal Zip Code</u>	84098	
<u>City Area Code</u>	435	
<u>Local Phone Number</u>	900-1WIZ	
<u>Entity Current Reporting Status</u>	Yes	
<u>Entity Interactive Data Current</u>	Yes	
<u>Entity Filer Category</u>	Non-accelerated Filer	
<u>Entity Small Business</u>	true	
<u>Entity Emerging Growth Company</u>	false	
<u>Entity Shell Company</u>	false	
<u>Entity Common Stock, Shares Outstanding</u>		3,672,134

<b>Condensed Consolidated Balance Sheets - USD (\$)</b>	<b>Jun. 30, 2021</b>	<b>Dec. 31, 2020</b>
<b><u>Current Assets</u></b>		
<u>Cash and cash equivalents</u>	\$ 1,553,377	\$ 1,897,703
<u>Accounts receivable, net</u>	37,559	33,452
<u>Inventory</u>	380,967	220,641
<u>Prepaid convention expenses</u>		3,625
<u>Prepaid expenses</u>	302,220	62,066
<u>Total Current Assets</u>	2,274,123	2,217,487
<u>Property and equipment, net</u>	68,358	58,501
<u>Intangibles, net</u>	125,400	132,000
<u>Operating lease right of use asset, net</u>	180,446	244,072
<u>Security deposits</u>	22,677	18,303
<u>Total Assets</u>	2,671,004	2,670,363
<b><u>Current Liabilities</u></b>		
<u>Accounts payable and accrued expenses</u>	3,478,193	3,474,061
<u>Unearned revenue</u>	578,039	758,847
<u>Operating lease liability</u>	59,110	108,713
<u>Convertible promissory note – related party, net</u>	2,500,000	2,500,000
<u>Due to CONtv joint venture</u>	(0)	224,241
<u>Total Current Liabilities</u>	6,615,342	7,065,862
<u>Operating lease liability, net</u>	122,670	137,694
<u>Notes payable, net</u>	545,162	347,500
<u>Convertible debenture, net</u>	2,112,436	1,964,216
<u>Total Liabilities</u>	9,395,610	9,515,272
<u>Commitments and contingencies</u>		
<b><u>Stockholders' Deficit</u></b>		
<u>Common stock par value \$0.0001: 100,000,000 shares authorized; 3,629,452 and 3,506,752 shares issued and outstanding, respectively</u>	363	351
<u>Additional paid-in capital</u>	27,648,733	23,206,367
<u>Accumulated deficit</u>	(34,361,226)	(30,039,146)
<u>Non-controlling interest</u>	(12,498)	(12,498)
<u>Total Stockholders' Deficit</u>	(6,724,606)	(6,844,909)
<u>Total Liabilities and Stockholders' Deficit</u>	2,671,004	2,670,363
<u>Series A Cumulative and Convertible Preferred Stock [Member]</u>		
<b><u>Stockholders' Deficit</u></b>		
<u>Preferred stock value</u>	22	17
<u>Series B Cumulative And Convertible Preferred Stock [Member]</u>		
<b><u>Stockholders' Deficit</u></b>		
<u>Preferred stock value</u>		



**Condensed Consolidated  
Balance Sheets  
(Parenthetical) - \$ / shares**

**Jun. 30, 2021 Dec. 31, 2020**

<u>Preferred stock, par value</u>	\$ 0.0001	
<u>Common stock, par value</u>	\$ 0.0001	\$ 0.0001
<u>Common stock, shares authorized</u>	100,000,000	100,000,000
<u>Common stock, shares issued</u>	3,629,452	3,506,752
<u>Common stock, shares outstanding</u>	3,629,452	3,506,752
<u>Series A Cumulative and Convertible Preferred Stock [Member]</u>		
<u>Preferred stock, par value</u>	\$ 0.0001	\$ 0.0001
<u>Preferred stock, shares authorized</u>	500,000	500,000
<u>Preferred stock, shares issued</u>	226,523	173,974
<u>Preferred stock, shares outstanding</u>	226,523	173,974
<u>Series B Cumulative And Convertible Preferred Stock [Member]</u>		
<u>Preferred stock, par value</u>	\$ 0.0001	\$ 0.0001
<u>Preferred stock, shares authorized</u>	4,500,000	4,500,000
<u>Preferred stock, shares issued</u>	2,500	288,448
<u>Preferred stock, shares outstanding</u>	2,500	288,448

**Condensed Consolidated  
Statements of Operations  
(Unaudited) - USD (\$)**

**3 Months Ended                      6 Months Ended  
Jun. 30, 2021 Jun. 30, 2020 Jun. 30, 2021 Jun. 30, 2020**

**Income Statement [Abstract]**

<u>Revenues</u>	\$ 226,726	\$ 816,416	\$ 605,900	\$ 3,418,835
<u>Cost of revenues</u>	165,731	481,038	463,277	2,505,320
<u>Gross margin</u>	60,995	335,378	142,623	913,515
<b><u>Operating expenses</u></b>				
<u>Share-based compensation</u>	287,348	19,426	384,777	40,597
<u>Salaries and benefits</u>	393,142	230,786	847,146	466,336
<u>Consulting fees</u>	774,318	108,353	2,514,326	226,160
<u>General and administrative</u>	220,597	221,057	1,084,083	451,939
<u>Total operating expenses</u>	1,675,405	579,622	4,830,332	1,185,032
<u>Loss from operations</u>	(1,614,410)	(244,244)	(4,687,709)	(271,517)
<b><u>Other income (expenses)</u></b>				
<u>Interest expense</u>	(245,419)	(156,199)	(469,511)	(312,540)
<u>Other income</u>	6,624	10,000	835,140	10,000
<u>Total other income (expenses)</u>	(238,795)	(146,199)	365,629	(302,540)
<u>Loss before income tax provision</u>	(1,853,205)	(390,443)	(4,322,080)	(574,057)
<u>Income tax provision</u>				
<u>Net loss</u>	(1,853,205)	(390,443)	(4,322,080)	(574,057)
<u>Series A Preferred dividends</u>	12,954		69,852	
<u>Net loss attributable to common stockholders</u>	\$ (1,840,251)	\$ (390,443)	\$ (4,252,228)	\$ (574,057)
<u>Loss per share - basic</u>	\$ (0.51)	\$ (0.11)	\$ (1.20)	\$ (0.16)
<u>Loss per share - diluted</u>	\$ (0.51)	\$ (0.11)	\$ (1.20)	\$ (0.16)
<u>Weighted average common shares outstanding - basic</u>	3,618,420	3,506,752	3,534,546	3,506,752
<u>Weighted average common shares outstanding - diluted</u>	3,618,420	3,506,752	3,534,546	3,506,752

Condensed Consolidated Statement of Stockholders' Deficit (Unaudited) - USD (\$)	Preferred Stock Par Value \$0.0001 [Member]	Series B Preferred Stock Par Value \$0.0001 [Member]	Common Stock [Member]	Additional Paid-in Capital [Member]	Retained Earnings [Member]	Noncontrolling Interest [Member]	Total
<u>Beginning balance, value at Dec. 31, 2019</u>	\$ 29	\$ 351		\$ 21,854,134	\$ (28,098,745)	\$ (12,498)	\$ (6,256,729)
<u>Balance, shares at Dec. 31, 2019</u>	288,448	3,506,752					
<u>Share-based compensation</u>				40,597			40,597
<u>Share-based compensation, shares</u>							
<u>Net loss</u>					(574,057)		(574,057)
<u>Ending balance, value at Jun. 30, 2020</u>	\$ 29	\$ 351		21,894,731	(28,672,802)	(12,498)	(6,790,189)
<u>Balance, shares at Jun. 30, 2020</u>	288,448	3,506,752					
<u>Beginning balance, value at Mar. 31, 2020</u>	\$ 29	\$ 351		21,875,305	(28,672,802)	(12,498)	(6,790,189)
<u>Balance, shares at Mar. 31, 2020</u>	288,448	3,506,752					
<u>Share-based compensation</u>				19,426			19,426
<u>Share-based compensation, shares</u>							
<u>Net loss</u>					(390,443)		(390,443)
<u>Ending balance, value at Jun. 30, 2020</u>	\$ 29	\$ 351		21,894,731	(28,672,802)	(12,498)	(6,790,189)
<u>Balance, shares at Jun. 30, 2020</u>	288,448	3,506,752					
<u>Beginning balance, value at Dec. 31, 2020</u>	\$ 17		\$ 351	23,206,367	(30,039,146)	(12,498)	(6,844,909)
<u>Balance, shares at Dec. 31, 2020</u>	173,974		3,506,752				
<u>Share-based compensation</u>	\$ 5			721,174			721,179
<u>Share-based compensation, shares</u>	52,549						
<u>Warrants issued for services</u>				1,562,881			1,562,881
<u>Issuance of common stock – net of offering costs</u>			12	43,163			43,175
<u>Issuance of Series B preferred shares and warrants – net of offering costs</u>	\$ 1			2,185,000			2,185,000
<u>Issuance of Series B preferred shares and warrants - net of offering costs, shares</u>	2,500						

<u>Series A Preferred declared dividends</u>				(69,852)		(69,852)	
<u>Net loss</u>				(4,322,080)		(4,322,080)	
<u>Ending balance, value at Jun. 30, 2021</u>	\$ 22		\$ 363	27,648,733	(34,361,226)	(12,498)	(6,724,606)
<u>Balance, shares at Jun. 30, 2021</u>	226,523	2,500	3,629,452				
<u>Beginning balance, value at Mar. 31, 2021</u>	\$ 21		\$ 351	26,968,655	(32,508,021)	(12,498)	(5,551,492)
<u>Balance, shares at Mar. 31, 2021</u>	217,274	2,000	3,506,752				
<u>Share-based compensation</u>	\$ 1			189,869			189,870
<u>Share-based compensation, shares</u>	9,249						
<u>Issuance of common stock – net of offering costs</u>			\$ 12	43,163			43,175
<u>Issuance of common stock - net of offering costs, shares</u>			122,700				
<u>Issuance of Series B preferred shares and warrants – net of offering costs</u>				460,000			460,000
<u>Issuance of Series B preferred shares and warrants - net of offering costs, shares</u>		500					
<u>Series A Preferred declared dividends</u>				(12,954)		(12,954)	
<u>Net loss</u>				(1,853,205)		(1,853,205)	
<u>Ending balance, value at Jun. 30, 2021</u>	\$ 22		\$ 363	\$ 27,648,733	\$ (34,361,226)	\$ (12,498)	\$ (6,724,606)
<u>Balance, shares at Jun. 30, 2021</u>	226,523	2,500	3,629,452				

**Condensed Consolidated  
Statements of Cash Flows  
(Unaudited) - USD (\$)**

**6 Months Ended  
Jun. 30, 2021 Jun. 30, 2020**

**Cash Flows From Operating Activities:**

Net loss \$ (4,322,080) \$ (574,057)

**Adjustments to reconcile net loss to net cash used in operating activities:**

Depreciation and amortization 20,646 12,890

Accretion of debt discount 148,220 14,718

Right-of-use asset amortization (1,001) 892

Share-based compensation 2,284,060 40,597

Gain on write-off of CONtv joint venture (224,241)

**Changes in operating assets and liabilities:**

Accounts receivable (4,107) (13,135)

Inventory (160,326) (220,641)

Prepaid convention expenses 3,625 342,283

Prepaid expenses (240,154) 6,154

Security deposits (4,374)

Accounts payable and accrued expenses (65,720) 853,821

Unearned revenue (180,808) (841,264)

Net Cash Used In Operating Activities (2,746,260) (398,843)

**Cash Flows from Investing Activities:**

Purchase of intangibles (139,124)

Purchase of property and equipment (23,903) (19,327)

Net Cash Used In Investing Activities (23,906) (158,451)

**Cash Flows from Financing Activities:**

Proceeds from issuance of Series B preferred shares and warrants - net 2,185,000

Proceeds from issuance of common stock - net 43,175

Proceeds from notes payable 197,662 347,500

Net Cash Provided by Financing Activities 2,425,837 347,500

Net change in cash and cash equivalents (344,326) (209,794)

Cash and cash equivalents at beginning of reporting period 1,897,703 2,777,654

Cash and cash equivalents at end of reporting period 1,553,377 2,567,860

**Supplemental disclosures of cash flow information:**

Interest paid

Income tax paid

**Supplemental disclosure of noncash investing and financing activities:**

Deemed dividend \$ 69,852

**Organization and  
Operations**

**6 Months Ended  
Jun. 30, 2021**

**Organization, Consolidation  
and Presentation of  
Financial Statements**  
**[Abstract]**

**Organization and Operations**

**Note 1 – Organization and Operations**

*Creek Road Miners, Inc.*

Creek Road Miners, Inc., formerly known as Wizard Brands, Inc., formerly GoEnergy, Inc., Wizard World, Inc., and Wizard Entertainment, Inc. (“Creek Road” or the “Company”) was incorporated on May 2, 2001, under the laws of the State of Delaware. The Company, through its operating subsidiary, is a producer of pop culture and live multimedia conventions across North America. Effective October 5, 2018, the Company changed its name to Wizard Entertainment, Inc. On July 29, 2020, the Company changed its name to Wizard Brands, Inc. On July 9, 2021, the Company changed its name to Creek Road Miners, Inc.

*Recent Developments*

During the six months ended June 30, 2021, the Company decided to enter the consumer category of digital products known as Non-Fungible Tokens (“NFTs”). NFTs are collectibles where various objects (including pictures, music and video) are digitized. The digital version of the object is sold as a unique, blockchain-authenticated collectible. As part of a move to expand the current NFT minting activities into mining cryptocurrencies, the Company changed its name from Wizard Brands, Inc. to Creek Road Miners, Inc. as noted above. The Company intends to develop and operate, “scaled-up,” bitcoin manufacturing facilities using natural gas to power operations. The first Creek Road Miners facility is expected to be completed and fully operational by the end of 2021 and followed by an aggressive schedule for developing additional sites.

## Going Concern Analysis

**6 Months Ended  
Jun. 30, 2021**

### Organization, Consolidation and Presentation of

### Financial Statements

### [Abstract]

### Going Concern Analysis

#### **Note 2 – Going Concern Analysis**

##### *Going Concern Analysis*

The Company had a loss from operations of \$4,322,080 and \$574,057 for the six months ended June 30, 2021 and 2020, respectively. On June 30, 2021, we had cash and cash equivalents of approximately \$1.6 million and a working capital deficit of approximately \$4.3 million. We have evaluated the significance of these conditions in relation to our ability to meet our obligations, which had previously raised doubts about the Company's ability to continue as a going concern through August 2022. However, the Company believes that the effects of the expansion of virtual activities and e-commerce along with the entry into new business verticals will guide the Company in a positive direction as we continue to strive to attain profitability.

Because of the ongoing situation with the Covid-19 virus, the Company was unable to produce any live events from and after the First Quarter of 2020. In the face of the impact of Covid-19 on live events generally, the Company has focused on producing virtual events. The first such virtual event was an interactive fan experience which took place on March 31, 2020 and since that time the Company has produced approximately 400 virtual events. In addition, the Company has moved into e-commerce with online sales of collectables and the creation of the "Wizard World Vault" as a site for consumers to purchase pop-culture memorabilia and collectables.

On March 29, 2021, the Company entered into a Securities Purchase Agreement (the "Leviston Purchase Agreement") with Leviston Resources LLC ("Leviston") dated March 26, 2021, pursuant to which the Company sold to Leviston, and the Leviston purchased from the Company, 5,000 shares of the Company's Series B Preferred Stock, par value \$0.0001 per share Series B Preferred Stock with an aggregate stated value of \$5,400,000, a Series B Preferred Stock Purchase Warrant to purchase 5,000 shares of Series B Preferred Stock, having a term expiring on March 26, 2023 and a per share exercise price (subject to adjustment for stock splits, reverse stock splits, mergers or reorganizations, and similar changes affecting shares of the Company's common stock, par value \$0.0001 per share and/or securities entitling the holder thereof to acquire shares of Common Stock, as applicable) of \$1,000 (the "Series 1 Warrant"), and a Series B Preferred Stock Purchase Warrant to purchase 5,000 shares of Series B Preferred Stock, having a term expiring on March 26, 2024 and a per share exercise price (subject to adjustment for stock splits, reverse stock splits, mergers or reorganizations, and similar changes affecting shares of Common Stock and/or securities entitling the holder thereof to acquire shares of Common Stock, as applicable) of \$1,000 (the "Series 2 Warrant" and together with the Series 1 Warrant, the "Warrants," and together with the Closing Shares, the "Securities"). The aggregate purchase price for the Securities is \$5,000,000, which Leviston will pay as follows: \$2,000,000 on the Closing Date; \$500,000 on or before the date that is three business days from the date that the Company files a registration statement relating to the shares of Common Stock issuable upon conversion of the Closing Shares and the shares of Series B Preferred Stock issuable upon exercise of the Warrants; and \$2,500,000 on or before the date that is three business days from the date that such registration statement is declared effective in accordance with the terms and provisions of the Registration Rights Agreement.

On July 16, 2021, the parties to the Leviston Purchase Agreement amended the agreements as necessary to achieve the following results: The Series B Preferred Stock is now convertible at a price (as adjusted, "Series B Conversion Price") equal to the lesser of (x) \$4.52 and (y) 85% of the lowest variable weighted average price ("VWAP") of the Common Stock on a trading day during the 10 trading days prior to and ending on, and including, the date of conversion, subject

to a conversion price floor of \$1.00, but not to exceed \$1.50, subject to further adjustment in the event that the Company, subject to certain exemptions, disposes of or issues any common stock or securities convertible into, exercisable, or exchangeable for common stock for no consideration or for consideration less than the applicable Series B Conversion Price in effect immediately prior to such issuance.

In addition to its cost containment strategies, the Company identified opportunities to rapidly move into the areas of (i) retailing collectables, (ii) providing virtual opportunities to fans to interact with celebrities, (iii) creating live and virtual events and conferences focused on new subject matter and affinities, and (iv) engaging in M&A opportunities. The Company initiated these activities in 2020.

Additionally, if necessary, management believes that both related parties (management and members of the Board of Directors of the Company) and potential external sources of debt and/or equity financing may be obtained based on management's history of being able to raise capital from both internal and external sources coupled with current favorable market conditions. It is understood however, that although there is a recent history of related-parties providing a source of financing, there is no absolute certainty that any such related-party financing can be obtained on a going-forward basis. Therefore, the accompanying condensed consolidated financial statements have been prepared assuming that the Company will continue as a going concern.

The condensed consolidated financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classification of liabilities that may result from the matters discussed herein. While the Company believes in the viability of management's strategy to generate sufficient revenue, control costs and the ability to raise additional funds if necessary. There can be no assurances to that effect. The Company's ability to continue as a going concern is dependent upon the ability to further implement the business plan, generate sufficient revenues and to control operating expenses.



**Significant and Critical  
Accounting Policies and  
Practices**

**6 Months Ended**

**Jun. 30, 2021**

**Accounting Policies**

**[Abstract]**

**Significant and Critical  
Accounting Policies and  
Practices**

**Note 3 – Significant and Critical Accounting Policies and Practices**

The management of the Company is responsible for the selection and use of appropriate accounting policies and their application. Critical accounting policies and practices are those that are both most important to the portrayal of the Company's financial condition and results and require management's most difficult, subjective, or complex judgments, often as a result of the need to make estimates about the effects of matters that are inherently uncertain. The Company's significant and critical accounting policies and practices are disclosed below as required by generally accepted accounting principles.

*Basis of Presentation - Unaudited Interim Financial Information*

The accompanying unaudited condensed consolidated financial statements and related notes have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") for interim financial information, and in accordance with the rules and regulations of the United States Securities and Exchange Commission (the "SEC") with respect to Form 10-Q and Article 8 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by U.S. GAAP for complete financial statements. The unaudited condensed consolidated financial statements furnished reflect all adjustments (consisting of normal recurring accruals) which are, in the opinion of management, necessary to a fair statement of the results for the interim periods presented. Interim results are not necessarily indicative of the results for the full year. These unaudited condensed consolidated financial statements should be read in conjunction with the consolidated financial statements of the Company for the year ended December 31, 2020 and notes thereto contained in the Company's Annual Report on Form 10-K for the year ended December 31, 2020, as filed with the SEC on March 29, 2021.

*Use of Estimates and Assumptions and Critical Accounting Estimates and Assumptions*

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

*Principles of Consolidation*

The condensed consolidated financial statements include all accounts of the entities as of the reporting period ending date(s) and for the reporting period(s).

All inter-company balances and transactions have been eliminated. Non-controlling interest represents the minority equity investment in the Company's subsidiaries, plus the minority investors' share of the net operating results and other components of equity relating to the non-controlling interest.

As of June 30, 2021 and December 31, 2020, the aggregate non-controlling interest in ButtaFyngas was (\$12,498). The non-controlling interest is separately disclosed on the Condensed Consolidated Balance Sheet.

*Cash and Cash Equivalents*

The Company considers investments with original maturities of three months or less to be cash equivalents.

The Company minimizes its credit risk associated with cash by periodically evaluating the credit quality of its primary financial institution. The balance at times may exceed federally insured limits.

Fair Value of Financial Instruments

For purpose of this disclosure, the fair value of a financial instrument is the amount at which the instrument could be exchanged in a current transaction between willing parties, other than in a forced sale or liquidation. The carrying amount of the Company’s short-term financial instruments approximates fair value due to the relatively short period to maturity for these instruments.

Accounts Receivable and Allowance for Doubtful Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. The Company generally does not require collateral to support customer receivables. The Company provides an allowance for doubtful accounts based upon a review of the outstanding accounts receivable, historical collection information and existing economic conditions. The Company determines if receivables are past due based on days outstanding, and amounts are written off when determined to be uncollectible by management. The maximum accounting loss from the credit risk associated with accounts receivable is the amount of the receivable recorded, which is the face amount of the receivable net of the allowance for doubtful accounts. As of June 30, 2021 and December 31, 2020, the allowance for doubtful accounts was \$0.

Inventories

Inventories are stated at average cost using the first-in, first-out (FIFO) valuation method. Inventory was comprised of the following:

	<b>June 30, 2021</b>	<b>December 31, 2020</b>
Finished goods	<u>\$ 302,220</u>	<u>\$ 220,641</u>

Property and Equipment

Property and equipment are recorded at cost. Expenditures for major additions and betterments are capitalized. Maintenance and repairs are charged to operations as incurred. Depreciation is computed by the straight-line method (after taking into account their respective estimated residual values) over the estimated useful lives of the respective assets as follows:

	<u>Estimated Useful Life (Years)</u>
Computer equipment	3
Equipment	2-5
Furniture and fixture	7
Leasehold improvements	*

(\*) Amortized on a straight-line basis over the term of the lease or the estimated useful lives, whichever period is shorter.

Upon sale or retirement of property and equipment, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is reflected in the condensed consolidated statements of operations.

#### *Intangible assets*

Intangible assets represent intangible assets acquired in connection with the Company's purchase of Jevo patents and technology. The transaction was not a business combination or acquisition of a business.

The intangible assets are amortized using a straight-line method consistent with the expected future cash flows related to the intangible asset, which has been determined to be ten (10) years. Amortized intangible assets are reviewed for impairment whenever events or changes in circumstances exist that indicate the carrying amount of an asset may not be recoverable. When indicators of impairment exist, an estimate of undiscounted net cash flows is used in measuring whether the carrying amount of the asset or related asset group is recoverable.

Measurement of the amount of impairment, if any, is based upon the difference between the asset or asset group's carrying value and fair value. Fair value is determined through various valuation techniques, including market and income approaches as considered necessary. No impairment has been recorded as of June 30, 2021.

#### *Investments - Cost Method, Equity Method and Joint Venture*

In accordance with sub-topic 323-10 of the FASB ASC ("Sub-topic 323-10"), the Company accounts for investments in common stock of an investee for which the Company has significant influence in the operating or financial policies even though the Company holds 50% or less of the common stock or in-substance common stock.

#### *Method of Accounting*

Investments held in stock of entities other than subsidiaries, namely corporate joint ventures and other non-controlled entities usually are accounted for by one of three methods: (i) the fair value method (addressed in Topic 320), (ii) the equity method (addressed in Topic 323), or (iii) the cost method (addressed in Subtopic 325-20). Pursuant to Paragraph 323-10-05-5, the equity method tends to be most appropriate if an investment enables the investor to influence the operating or financial policies of the investee.

#### *Investment in CONtv*

The Company currently holds a limited and passive interest of 10% in CONtv, a joint venture with third parties and Bristol Capital, LLC (a related party controlled by a member of the Board). CONtv is a digital network devoted to fans of pop culture entertainment and is inactive.

For the three and six months ended June 30, 2021 and 2020, the Company recognized \$0 losses from this venture, respectively.

As of June 30, 2021 and December 31, 2020, the investment in CONtv was \$0.

As of June 30, 2021 and December 31, 2020, the amount due to CONtv was \$0 and \$224,241, respectively.

#### *Fair Value of Measurements*

The Company follows ASC 820-10 of the FASB Accounting Standards Codification to measure the fair value of its financial instruments and disclosures about fair value of its financial instruments. ASC 820-10 establishes a framework for measuring fair value in accounting

principles generally accepted in the United States of America (U.S. GAAP), and expands disclosures about fair value measurements. To increase consistency and comparability in fair value measurements and related disclosures, ASC 820-10 establishes a fair value hierarchy which prioritizes the inputs to valuation techniques used to measure fair value into three (3) broad levels. The three (3) levels of fair value hierarchy defined by ASC 820-10 are described below:

Level 1	Quoted market prices available in active markets for identical assets or liabilities as of the reporting date.
Level 2	Pricing inputs other than quoted prices in active markets included in Level 1, which are either directly or indirectly observable as of the reporting date.
Level 3	Pricing inputs that are generally unobservable inputs and not corroborated by market data.

Financial assets are considered Level 3 when their fair values are determined using pricing models, discounted cash flow methodologies or similar techniques and at least one significant model assumption or input is unobservable.

The fair value hierarchy gives the highest priority to quoted prices (unadjusted) in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. If the inputs used to measure the financial assets and liabilities fall within more than one level described above, the categorization is based on the lowest level input that is significant to the fair value measurement of the instrument.

The carrying amounts of the Company's financial assets and liabilities, such as cash, accounts receivable, inventory, prepaid expenses and other current assets, accounts payable and accrued expenses approximate their fair values because of the short maturity of these instruments.

Transactions involving related parties typically cannot be presumed to be carried out on an arm's-length basis, as the requisite conditions of competitive, free-market dealings may not exist. However, in the case of the convertible promissory note discussed in Note 5, the Company obtained a fairness opinion from an independent third party which supports that the transaction was carried out at an arm's length basis.

#### Revenue Recognition and Cost of Revenues

The Company follows the FASB Accounting Standards Codification ASC 606 for revenue recognition. The Company will recognize revenue when it is realized or realizable and earned. The Company considers revenue realized or realizable and earned when all of the following criteria are met:

1) *Identify the contract with a customer*

A contract with a customer exists when (i) the Company enters into an enforceable contract with a customer that defines each party's rights regarding the services to be transferred and identifies the payment terms related to these services, (ii) the contract has commercial substance and, (iii) the Company determines that collection of substantially all consideration for services that are transferred is probable based on the customer's intent and ability to pay the promised consideration. The Company applies judgment in determining the customer's ability and intention to pay, which is based on a variety of factors including the customer's historical payment experience or, in the case of a new customer, published credit and financial information pertaining to the customer.

2) *Identify the performance obligations in the contract*

Performance obligations promised in a contract are identified based on the services that will be transferred to the customer that are both capable of being distinct, whereby the customer

can benefit from the service either on its own or together with other resources that are readily available from third parties or from the Company, and are distinct in the context of the contract, whereby the transfer of the services is separately identifiable from other promises in the contract. To the extent a contract includes multiple promised services, the Company must apply judgment to determine whether promised services are capable of being distinct and distinct in the context of the contract. If these criteria are not met the promised services are accounted for as a combined performance obligation.

3) *Determine the transaction price*

The transaction price is determined based on the consideration to which the Company will be entitled in exchange for transferring services to the customer. To the extent the transaction price includes variable consideration, the Company estimates the amount of variable consideration that should be included in the transaction price utilizing either the expected value method or the most likely amount method depending on the nature of the variable consideration. Variable consideration is included in the transaction price if, in the Company's judgment, it is probable that a significant future reversal of cumulative revenue under the contract will not occur. None of the Company's contracts as of June 30, 2021 contained a significant financing component.

4) *Allocate the transaction price to performance obligations in the contract*

If the contract contains a single performance obligation, the entire transaction price is allocated to the single performance obligation. However, if a series of distinct services that are substantially the same qualifies as a single performance obligation in a contract with variable consideration, the Company must determine if the variable consideration is attributable to the entire contract or to a specific part of the contract. For example, a bonus or penalty may be associated with one or more, but not all, distinct services promised in a series of distinct services that forms part of a single performance obligation. Contracts that contain multiple performance obligations require an allocation of the transaction price to each performance obligation based on a relative standalone selling price basis unless the transaction price is variable and meets the criteria to be allocated entirely to a performance obligation or to a distinct service that forms part of a single performance obligation. The Company determines standalone selling price based on the price at which the performance obligation is sold separately. If the standalone selling price is not observable through past transactions, the Company estimates the standalone selling price taking into account available information such as market conditions and internally approved pricing guidelines related to the performance obligations.

5) *Recognize revenue when or as the Company satisfies a performance obligation*

The Company satisfies performance obligations either over time or at a point in time. Revenue is recognized at the time the related performance obligation is satisfied by transferring a promised service to a customer.

Convention revenue is generally earned upon completion of the convention. Unearned convention revenue is deposits received for conventions that have not yet taken place, which are fully or partially refundable depending upon the terms and conditions of the agreements.

The Company recognizes cost of revenues in the period in which the revenues was earned. In the event the Company incurs cost of revenues for conventions that are yet to occur, the Company records such amounts as prepaid expenses and such prepaid expenses are expensed during the period the convention takes place.

**Disaggregation of Revenue from Contracts with Customers.** The following table disaggregates gross revenue by significant revenue stream for the six months ended June 30, 2021 and 2020:

<b>For the Six Months Ended</b>	
<b><u>June 30, 2021</u></b>	<b><u>June 30, 2020</u></b>

Conventions	\$ -	\$ 2,574,994
Virtual	263,309	757,258
Vault	244,865	113,583
Jevo	97,726	-
Total revenue	\$ 605,900	\$ 3,418,835

#### Shipping and Handling Costs

The Company accounts for shipping and handling fees in accordance with paragraph 605-45-45-19 of the FASB Accounting Standards Codification. While amounts charged to customers for shipping products are included in revenues, the related costs are classified in cost of revenue as incurred.

Shipping and handling costs were \$44,126 and \$0 for the six months ended June 30, 2021 and 2020, respectively.

#### Equity-based compensation

The Company recognizes compensation expense for all equity-based payments in accordance with ASC 718 “*Compensation – Stock Compensation*”. Under fair value recognition provisions, the Company recognizes equity-based compensation net of an estimated forfeiture rate and recognizes compensation cost only for those shares expected to vest over the requisite service period of the award.

Restricted stock awards are granted at the discretion of the Company. These awards are restricted as to the transfer of ownership and generally vest over the requisite service periods, typically over a four-year period (vesting on a straight-line basis). The fair value of a stock award is equal to the fair market value of a share of Company stock on the grant date.

The fair value of an option award is estimated on the date of grant using the Black-Scholes option valuation model. The Black-Scholes option valuation model requires the development of assumptions that are input into the model. These assumptions are the expected stock volatility, the risk-free interest rate, the expected life of the option, the dividend yield on the underlying stock and the expected forfeiture rate. Expected volatility is calculated based on the historical volatility of the Company’s Common stock over the expected option life and other appropriate factors. The expected option term is computed using the “simplified” method as permitted under the provisions of ASC 718-10-S99. The Company uses the simplified method to calculate expected term of share options and similar instruments as the Company does not have sufficient historical exercise data to provide a reasonable basis upon which to estimate expected term. Risk-free interest rates are calculated based on continuously compounded risk-free rates for the appropriate term. The dividend yield is assumed to be zero as the Company has never paid or declared any cash dividends on the Common stock of the Company and does not intend to pay dividends on the Common stock in the foreseeable future. The expected forfeiture rate is estimated based on historical experience.

Determining the appropriate fair value model and calculating the fair value of equity-based payment awards requires the input of the subjective assumptions described above. The assumptions used in calculating the fair value of equity-based payment awards represent management’s best estimates, which involve inherent uncertainties and the application of management’s judgment. As a result, if factors change and the Company uses different assumptions, the equity-based compensation could be materially different in the future. In addition, the Company is required to estimate the expected forfeiture rate and recognize expense only for those shares expected to vest. If the actual forfeiture rate is materially different from the Company’s estimate, the equity-based compensation could be significantly different from what the Company has recorded in the current period.

#### Income Taxes

The Company follows the asset and liability method of accounting for income taxes under FASB ASC 740, “Income Taxes.” Deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred income tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that included the enactment date. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized.

FASB ASC 740 prescribes a recognition threshold and a measurement attribute for the financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more likely than not to be sustained upon examination by taxing authorities. There were no unrecognized tax benefits as of June 30, 2021 and December 31, 2020. The Company recognizes accrued interest and penalties related to unrecognized tax benefits as income tax expense. No amounts were accrued for the payment of interest and penalties as of June 30, 2021 and December 31, 2020. The Company is currently not aware of any issues under review that could result in significant payments, accruals or material deviation from its position. The Company is subject to income tax examinations by major taxing authorities since inception.

The Company may be subject to potential examination by federal, state, and city taxing authorities in the areas of income taxes. These potential examinations may include questioning the timing and amount of deductions, the nexus of income among various tax jurisdictions, and compliance with federal, state, and city tax laws. The Company’s management does not expect that the total amount of unrecognized tax benefits will materially change over the next twelve months.

The Company is no longer subject to tax examinations by tax authorities for years prior to 2018.

Earnings per Share

Earnings per share (“EPS”) is the amount of earnings attributable to each share of common stock. For convenience, the term is used to refer to either earnings or loss per share. EPS is computed pursuant to Section 260-10-45 of the FASB Accounting Standards Codification. Pursuant to ASC Paragraphs 260-10-45-10 through 260-10-45-16, basic EPS shall be computed by dividing income available to common stockholders (the numerator) by the weighted-average number of common shares outstanding (the denominator) during the period. Income available to common stockholders shall be computed by deducting both the dividends declared in the period on preferred stock (whether or not paid) and the dividends accumulated for the period on cumulative preferred stock (whether or not earned) from income from continuing operations (if that amount appears in the income statement) and also from net income. The computation of diluted EPS is similar to the computation of basic EPS except that the denominator is increased to include the number of additional common shares that would have been outstanding if the dilutive potential common shares had been issued during the period to reflect the potential dilution that could occur from common shares issuable through contingent shares issuance arrangement, stock options or warrants.

The following table shows the outstanding dilutive common shares excluded from the diluted net income (loss) per share calculation as they were anti-dilutive:

Contingent shares issuance arrangement, stock options or warrants	
For the Six Months Ended	For the Six Months Ended
June 30, 2021	June 30, 2020

Convertible note	833,333	833,333
Common stock options	789,250	226,000
Common stock warrants	11,000,000	1,133,333
Total contingent shares issuance arrangement, stock options or warrants	12,622,583	2,192,666

### Reclassification

Certain prior period amounts have been reclassified to conform to current period presentation.

### Recently Adopted Accounting Guidance

In December 2019, the FASB issued ASU 2019-12, *Income Taxes (Topic 740): “Simplifying the Accounting for Income Taxes”*, which is intended to simplify the accounting for income taxes by removing certain exceptions to the general principles in Topic 740 and by clarifying and amending existing guidance to improve consistent application. This ASU is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2020. Early adoption is permitted. Certain amendments within this ASU are required to be applied on a retrospective basis, certain other amendments are required to be applied on a modified retrospective basis and all other amendments on a prospective basis. The adoption of ASU 2019-12 did not have a material impact on the Company’s financial statement presentation or disclosures.

### Recently Issued Accounting Pronouncements

In March 2020, the FASB issued ASU No. 2020-04, *“Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting.”* ASU 2020-04 provides optional expedients and exceptions to account for contracts, hedging relationships and other transactions that reference LIBOR or another reference rate if certain criteria are met. The amendments of ASU No. 2020-04 are effective immediately, as of March 12, 2020, and may be applied prospectively to contract modifications made and hedging relationships entered into on or before December 31, 2022. The Company is evaluating the impact that the amendments of this standard would have on the Company’s consolidated financial statements.

In August 2020, the FASB issued ASU 2020-06, *Debt—“Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging—Contracts in Entity’s Own Equity (Subtopic 815-40): Accounting for Convertible Instruments and Contracts in an Entity’s Own Equity”*. This ASU amends the guidance on convertible instruments and the derivatives scope exception for contracts in an entity’s own equity, and also improves and amends the related EPS guidance for both Subtopics. The ASU will be effective for annual reporting periods after December 15, 2021 and interim periods within those annual periods and early adoption is permitted. The Company is currently evaluating the impact of the new guidance on its consolidated financial statements.

Management has evaluated all recent accounting pronouncements as issued by the FASB in the form of Accounting Standards Updates (“ASU”) through the date these financial statements were available to be issued and found no recent accounting pronouncements issued, but not yet effective accounting pronouncements, when adopted, will have a material impact on the financial statements of the Company.



## Property and Equipment

6 Months Ended  
Jun. 30, 2021

### Property, Plant and Equipment

#### [Abstract]

#### Property and Equipment

#### Note 4 – Property and Equipment

Property and equipment stated at cost, less accumulated depreciation and amortization, consisted of the following:

	June 30, 2021	June 30, 2020
Computer Equipment	\$ 50,888	\$ 36,525
Equipment	484,069	474,069
Furniture and Fixtures	65,465	63,925
Vehicles	15,000	57,500
Leasehold Improvements	27,095	22,495
	<u>618,154</u>	<u>590,814</u>
Less: Accumulated depreciation	(574,159)	(539,085)
	<u>\$ 68,358</u>	<u>\$ 50,829</u>

Depreciation expense was \$6,722 and \$12,890 for the six months ended June 30, 2021 and 2020, respectively.

## Related Party Transactions

**6 Months Ended  
Jun. 30, 2021**

### [Related Party Transactions](#)

#### [\[Abstract\]](#)

### [Related Party Transactions](#)

#### **Note 5 – Related Party Transactions**

##### *Consulting Agreement*

On December 29, 2016, the Company entered into a Consulting Services Agreement (the “Consulting Agreement”) with Bristol Capital, LLC, a Delaware limited liability company (“Bristol”) managed by Paul L. Kessler, the Chairman of the Company. Pursuant to the Consulting Agreement, Mr. Kessler will serve as Executive Chairman of the Company. The initial term of the Agreement is from December 29, 2016 through March 28, 2017 (the “Initial Term”). The term of the Consulting Agreement will be automatically extended for additional terms of 90-day periods each (each a “Renewal Term” and together with the Initial Term, the “Term”), unless either the Company or Bristol gives prior written notice of non-renewal to the other party no later than thirty (30) days prior to the expiration of the then current Term.

During the Term, the Company will pay Bristol a monthly fee (the “Monthly Fee”) of Eighteen Thousand Seven Hundred Fifty and No/100 Dollars (\$18,750). This agreement has been amended so that the monthly fee owed to Bristol may now, at the option of the Company, be paid in preferred stock.

In addition, upon execution of the Consulting Agreement, the Company granted to Bristol options to purchase up to an aggregate of 30,000 shares of the Company’s common stock.

During the six months ended June 30, 2021 and 2020, the Company incurred expenses of approximately \$112,500 for each period for services provided by Bristol, respectively. On November 22, 2018, the Board of Directors of the Company decided to issue 210,982 shares of Preferred stock (“2018 Bristol shares”) for settlement of the outstanding fees due to Bristol totaling \$496,875. At June 30, 2021 and December 31, 2020, the Company accrued \$112,500 and \$0, respectively, of net monthly fees due to Bristol. On August 3, 2020, the Board of Directors resolved to convert the total amount of debt owed to Bristol of \$384,375, as of July 31, 2020, into 38,438 shares of Series A Preferred stock. In addition, on August 3, 2020, as ratified on August 21, 2020 the Board of Directors elected to cancel the 2018 Bristol shares and issue a new total of 88,125 shares of Series A Preferred stock (see Note 8). The Company issued 22,500 shares of Preferred series A stock for the services provided during the six months ended June 30, 2021.

##### *Operating Sublease*

On June 16, 2016, the Company entered into a Standard Multi-Tenant Sublease (“Sublease”) with Bristol Capital Advisors, LLC (“Bristol Capital Advisors”), an entity controlled by the Company’s Chairman of the Board. The leased premises are owned by an unrelated third party and Bristol Capital Advisors passes the lease costs down to the Company. The term of the Sublease is for 5 years and 3 months beginning on July 1, 2016 commencing with monthly payments of \$8,118. During the six months ended June 30, 2021 and 2020, the Company paid lease obligations \$28,129 and \$23,812, respectively, under the Sublease. See Note 8.

##### *Loan from officer*

During the year ended December 31, 2019, the CEO made a non-interest bearing loan to the Company of \$100,000. On August 3, 2020 the Board of Directors resolved to convert the total amount of debt (including loans made to the Company and deferred compensation) owed to John D. Maatta, as of July 31, 2020, into 35,074 shares of Series A Preferred Stock. In addition, on August 3, 2020, as ratified on August 21, 2020 the Board of Directors elected to cancel the 2018 Maatta shares previously issued for outstanding deferred compensation and issue a new total of

85,868 shares of Series A Preferred stock. As of June 30, 2021 and December 31, 2020 the outstanding balance under the loan payable was \$0.

### Securities Purchase Agreement

Effective December 1, 2016, the Company entered into the Purchase Agreement with Bristol Investment Fund, Ltd. (the “Purchaser”), an entity controlled by the Chairman of the Company’s Board of Directors, pursuant to which the Company sold to the Purchaser, for a cash purchase price of \$2,500,000, securities comprising: (i) the Debenture, (ii) Series A Warrants, and (iii) Series B Warrants. Pursuant to the Purchase Agreement, the Company paid \$25,000 to the Purchaser and issued to the Purchaser 25,000 shares of Common Stock with a grant date fair value of \$85,000 to cover the Purchaser’s legal fees. The Company recorded as a debt discount of \$25,791 related to the cash paid and the relative fair value of the shares issued to Purchaser for legal fees.

#### *(i) Debenture*

The Debenture with an initial principal balance of \$2,500,000, due December 30, 2018 (the “Maturity Date”), will accrue interest on the aggregate unconverted and then outstanding principal amount of the Debenture at the rate of 12% per annum. Interest is payable quarterly on (i) January 1, April 1, July 1 and October 1, beginning on January 1, 2017, (ii) on each date the Purchaser converts, in whole or in part, the Debenture into Common Stock (as to that principal amount then being converted), and (iii) on the day that is 20 days following the Company’s notice to redeem some or all of the of the outstanding principal of the Debenture (only as to that principal amount then being redeemed) and on the Maturity Date. The Debenture is convertible into shares of the Company’s Common Stock at any time at the option of the holder, at an initial conversion price of \$3.00 (as converted) per share, subject to adjustment. In the event of default occurs, the conversion price shall be the lesser of (i) the initial conversion price of \$3.00 and (ii) 50% of the average of the 3 lowest trading prices during the 20 trading days immediately prior to the applicable conversion date. The debenture contains a “ratchet” provisions that adjusts the conversion rate of the debenture to the lowest rate the Company has agreed to issue stock. The effect of repricing board and employee options to \$0.25 reset the conversion rates of the debenture to \$0.25. In light of the financial stress Covid-19 has placed on the Company the holder of the debenture has agreed to not require payment due under each of the outstanding debenture until December 31, 2022.

#### *(ii) Series A Warrants*

The Series A Warrants to acquire up to 833,333 shares of Common Stock at the Series A Initial Exercise Price of \$3.00 and expiring on December 1, 2021. The Warrants may be exercised immediately upon the issuance date, upon the option of the holder. The exercise price has now been adjusted to \$0.25 and the exercise date has been extended.

#### *(iii) Series B Warrants*

The Series B Warrants to acquire up to 833,333 shares of Common Stock at the Series B Initial Exercise Price of \$0.0001 and expiring on December 1, 2021. The Series B Warrants were exercised immediately upon the issuance date. The Company received gross proceeds of \$1,667 upon exercise of the warrants.

Upon issuance of the note, the Company valued the warrants using the Black-Scholes Option Pricing model and accounted for it using the relative fair value of \$1,448,293 as debt discount on the condensed consolidated balance sheet. The debt discount is amortized over the earlier of (i) the term of the debt or (ii) conversion of the debt, using the effective interest method which approximates the interest method. The amortization of debt discount is included as a component of interest expense in the condensed consolidated statements of operations. There was unamortized debt discount of \$0 as of June 30, 2021 and December 31, 2020, which includes the debt discount recorded upon execution of the Securities Purchase Agreement discussed above.

### Investment in CONtv

The Company currently holds a limited and passive interest of 10% in CONtv, a joint venture with third parties and Bristol Capital, LLC (a related party controlled by a member of the Board). CONtv is a digital network devoted to fans of pop culture entertainment and is inactive.

For the six months ended June 30, 2021 and 2020, the Company recognized \$0 losses from this venture, respectively.

As of June 30, 2021 and December 31, 2020, the investment in CONtv was \$0.

As of June 30, 2021 and December 31, 2020, the amount due to CONtv was \$0 and \$224,241, respectively.

## Notes Payable

**6 Months Ended  
Jun. 30, 2021**

### [Payables and Accruals](#)

#### [\[Abstract\]](#)

#### [Notes Payable](#)

#### **Note 6 – Notes Payable**

##### *Paycheck Protection Program*

On March 27, 2020 the Coronavirus Aid, Relief, and Economic Security Act (the “*CARES Act*”) was enacted and included a provision for the Small Business Administration (“*SBA*”) to implement its Paycheck Protection Program (“*PPP*”). The PPP provides small businesses with funds to pay payroll costs, including some benefits over a covered period of up to 24 weeks. Funds received under the PPP may also be used to pay interest on mortgages, rent, and utilities. Subject to certain criteria being met, all or a portion of the loan may be forgiven. The loans bear interest at an annual rate of one percent (1%), are due two (2) years from the date of issuance, and all payments are deferred for the first six (6) months of the loan. Any unforgiven balance of loan principal and accrued interest at the end of the six (6) month loan deferral period is amortized in equal monthly installments over the remaining 18-months of the loan term. On April 30, 2020, the Company closed a \$197,600 SBA guaranteed PPP loan. The Company expects to use the loan proceeds as permitted and apply for and receive forgiveness for the entire loan amount. As of June 30, 2021, the outstanding balance under the loan was \$197,600.

On February 25, 2021, the Company closed on a \$197,662 SBA guaranteed PPP2 loan. The Company expects to use the loan proceeds as permitted and apply for and receive forgiveness for the entire loan amount. As of June 30, 2021, the outstanding balance under the loan was \$197,662.

##### *Small Business Administration Loan*

On June 9, 2020, the Company executed a loan agreement with the SBA. The Company received aggregate proceeds of \$149,900 under the loan which shall accrue interest at a rate of 3.75% and will mature in June 2050. As of June 30, 2021 and December 31, 2020, the outstanding balance under the loan was \$149,900.

## Convertible Debenture

**6 Months Ended  
Jun. 30, 2021**

### [Debt Disclosure \[Abstract\]](#) [Convertible Debenture](#)

#### Note 7 – Convertible Debenture

##### Securities Purchase Agreement

Effective December 19, 2019, the Company entered into the Purchase Agreement with a Purchaser, pursuant to which the Company sold to the Purchaser, for a cash purchase price of \$2,500,000, securities comprising: (i) the Debenture and (ii) Series A Warrants. Pursuant to the Purchase Agreement, the Company paid \$25,400 to the Purchaser to cover the Purchaser's legal fees. The Company recorded as a debt discount of \$25,400 related to the cash paid and the relative fair value of the shares issued to Purchaser for legal fees.

##### (i) *Debenture*

The Debenture with an initial principal balance of \$2,500,000, due December 30, 2021 (the "Maturity Date"), will accrue interest on the aggregate unconverted and then outstanding principal amount of the Debenture at the rate of 12% per annum. Interest is payable quarterly on (i) January 1, April 1, July 1 and October 1, beginning on January 1, 2020, (ii) on each date the Purchaser converts, in whole or in part, the Debenture into Common Stock (as to that principal amount then being converted), and (iii) on the day that is 20 days following the Company's notice to redeem some or all of the of the outstanding principal of the Debenture (only as to that principal amount then being redeemed) and on the Maturity Date. The Debenture is convertible into shares of the Company's Common Stock at any time at the option of the holder, at an initial conversion price of \$2.50 (as converted) per share, subject to adjustment. In the event of default occurs, the conversion price shall be the lesser of (i) the initial conversion price of \$2.50 and (ii) 50% of the average of the 3 lowest trading prices during the 20 trading days immediately prior to the applicable conversion date. In July 2020, the Purchaser agreed to extend the debenture a year as well as forbear any collection on the debenture up to December 30, 2022. The subject debenture contains a "ratchet" provisions that adjusts the conversion rates of the notes to the lowest rate the Company has agreed to issue stock. The effect of repricing board and employee options to \$0.25 reset the conversion rates the note to \$0.25. In light of the financial stress Covid-19 has placed on the Company the holder of the debenture has agreed to not require payment due under the outstanding debenture until December 31, 2022.

##### (ii) *Warrants*

The Series A Warrants to acquire up to 3,000,000 shares of Common Stock at the Series A Initial Exercise Price of \$2.50 and expiring on December 1, 2024. The Warrants may be exercised immediately upon the issuance date, upon the option of the holder. The exercise price has now been adjusted to \$0.25.

Upon issuance of the note, the Company valued the warrants using the Black-Scholes Option Pricing model and accounted for it using the relative fair value of \$545,336 as debt discount on the condensed consolidated balance sheet. The debt discount is amortized over the earlier of (i) the term of the debt or (ii) conversion of the debt, using the effective interest method which approximates the interest method. The amortization of debt discount is included as a component of interest expense in the condensed consolidated statements of operations. There was unamortized debt discount of \$387,564 and \$510,384 as of June 30, 2021 and December 31, 2020, respectively, which includes the debt discount and debt issuance costs recorded upon execution of the Securities Purchase Agreement discussed above.

## Commitments and Contingencies

6 Months Ended  
Jun. 30, 2021

### [Commitments and Contingencies Disclosure](#)

#### [\[Abstract\]](#)

### [Commitments and Contingencies](#)

#### Note 8 – Commitments and Contingencies

##### Separation and Consulting Agreement

On February 20, 2021, the Company entered into a Separation and Consulting Agreement with Mr. John D. Maatta, the former President and Chief Executive Officer. Pursuant to the agreement, Mr. Maatta resigned from his position within the Company and will provide services on behalf of the Company and be paid a monthly fee of \$10,000. In addition, the Company granted 8,500 shares series A preferred stock for accrued and unpaid salary and vacation time.

##### Consulting Agreement

As discussed in Note 6, on December 29, 2016, the Company entered into a Consulting Services Agreement (the “Consulting Agreement”) with Bristol managed by Paul L. Kessler, the Chairman of the Company. Pursuant to the Consulting Agreement, Mr. Kessler will serve as Executive Chairman of the Company. The initial term of the Agreement is from December 29, 2016 through March 28, 2017 (the “Initial Term”). The term of the Consulting Agreement will be automatically extended for additional terms of 90-day periods each (each a “Renewal Term” and together with the Initial Term, the “Term”), unless either the Company or Bristol gives prior written notice of non-renewal to the other party no later than thirty (30) days prior to the expiration of the then current Term.

During the Term, the Company will pay Bristol a monthly fee (the “Monthly Fee”) of \$18,750. For services rendered by Bristol prior to entering into the Consulting Agreement, the Company will pay Bristol the Monthly Fee, pro-rated, for the time between September 1, 2016 and December 29, 2016. Bristol may also receive an annual bonus as determined by the Compensation Committee of the Company’s Board of Directors (the “Board”) and approved by the Board. Bristol has deferred payment of the monthly fees due from the Company as defined under the Consulting Agreement. On November 22, 2018, the Board of Directors of the Company decided to issue 201,982 shares of Preferred stock for settlement of the outstanding fees due to Bristol totaling \$496,875. The Company’s consulting agreement with Bristol Capital, LLC has been amended so that the monthly fee may now, at the option of the Company, be paid in preferred stock. On August 3, 2020 the Board of Directors resolved to convert the total amount of debt owed to Bristol of \$384,375, as of July 31, 2020, into 38,438 shares of Series A Preferred stock. In addition, on August 3, 2020, the Board of Directors elected to cancel the 2018 Bristol shares and issue 49,698 shares of Series A Preferred stock. In March 2021, the Company granted an additional 22,500 shares of series A preferred stock for consulting services provided by Bristol during the six months ended June 30, 2021.

##### Appointment of Chief Executive Officer

On March 1, 2021, the Board of Directors approved the Employment Agreement, effective as of November 24, 2020 (the “Effective Date”), with Scott D. Kaufman to serve as the Company’s Chief Executive Officer for a term of two years, subject to automatic renewal for additional terms of one year unless either party gives prior written notice of non-renewal to the other party no later than 60 days prior to the expiration of the then-current term. Mr. Kaufman will receive an annual base salary of \$250,000, provided that until such time as the Company has positive net income on a consolidated basis with its subsidiaries for a period of six months, the Company, in its sole discretion, may elect to pay Mr. Kaufman his Base Salary, in whole or in part, in the form of the Company’s Series A Preferred Stock. Mr. Kaufman is also eligible to receive an annual bonus as determined by the Compensation Committee of the Board and as approved by the Board. The

Board also agreed, during the term of Mr. Kaufman's employment, to take reasonable steps to appoint him to the Board, to maintain such appointment, and to nominate him as a director for the purposes of any meeting or consent of the Company's stockholders electing directors during the term of his employment.

#### Appointment of Chief Financial Officer

On March 1, 2021, the Board of Directors also approved the Employment Agreement, effective as of November 24, 2020 (the "Effective Date"), with Heidi C. Bowman to serve as the Company's Chief Financial Officer for a term of two years, subject to automatic renewal for additional terms of one year unless either party gives prior written notice of non-renewal to the other party no later than 60 days prior to the expiration of the then-current term. Ms. Bowman will receive an annual base salary of \$120,000, provided that until such time as the Company has positive net income on a consolidated basis with its subsidiaries for a period of six months, the Company in its sole discretion, may elect to pay Ms. Bowman her Base Salary, in whole or in part, in the form of the Company's Series A Preferred Stock. Ms. Bowman is also eligible to receive an annual bonus as determined by the Compensation Committee of the Board and as approved by the Board.

#### Financial Advisory Agreement

On March 24, 2021 the Company entered into an agreement with Kingswood Capital Markets ("Kingswood"), a division of Benchmark Investments, Inc. in connection with providing general financial advisory to the Company. Kingswood is a broker-dealer registered under Section 15 of the US Securities Exchange Act of 1934 and state law and a member of the Financial Industry Regulatory Authority ("FINRA"). The Company issued 300,000 warrants to Kingswood exercisable at \$1.00 for a period of three years. The fair value so the warrants issued was determined by using the Black-Scholes-Merton method of valuation and resulted in the Company recording \$1,592,517 of consulting expense on its books.

#### Legal proceedings

The Company is from time to time involved in legal proceedings in the ordinary course of business. It is not involved in any disputes and does not have any litigation matters pending which the Company believes could have a materially adverse effect on the Company's financial condition or results of operations.



## Operating Leases

**6 Months Ended  
Jun. 30, 2021**

### Operating Leases Operating Leases

#### **Note 9 – Operating Leases**

On June 16, 2016, the Company entered into a Standard Multi-Tenant Sublease (“Sublease”) with Bristol Capital Advisors, an entity controlled by the Company’s Chairman of the Board. The leased premises are owned by an unrelated third party and Bristol Capital Advisors passes the lease costs down to the Company. The term of the Sublease is for 5 years and 3 months beginning on July 1, 2016 commencing with monthly payments of \$8,118. During the six months ended June 30, 2021 and 2020, the Company paid lease obligations \$28,129 and \$23,812, respectively, under the Sublease.

On April 28, 2020, upon acquisition of the Jevo assets, the Company entered into a lease agreement with a third party. The term of the lease is for 5 years beginning on May 1, 2020 commencing with a three-month rent holiday followed by monthly payments of \$3,900 with an approximate 2% escalation clause. During the six months ended June 30, 2021 and 2020, the Company paid lease obligations \$8,652 and \$0, respectively, under the lease.

We determine if an arrangement contains a lease at inception. Right of use (“ROU”) assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments arising from the lease. ROU assets and liabilities are recognized at the lease commencement date based on the estimated present value of lease payments over the lease term.

Our leases consist of leaseholds on office space. We utilized a portfolio approach in determining our discount rate. The portfolio approach takes into consideration the range of the term, the range of the lease payments, the category of the underlying asset and our estimated incremental borrowing rate, which is derived from information available at the lease commencement date, in determining the present value of lease payments. We also give consideration to our recent debt issuances as well as publicly available data for instruments with similar characteristics when calculating our incremental borrowing rates.

Our lease term includes options to extend the lease when it is reasonably certain that we will exercise that option. Leases with a term of 12 months or less are not recorded on the balance sheet, per the election of the practical expedient noted above.

We recognize lease expense for these leases on a straight-line basis over the lease term. We recognize variable lease payments in the period in which the obligation for those payments is incurred. Variable lease payments that depend on an index or a rate are initially measured using the index or rate at the commencement date, otherwise variable lease payments are recognized in the period incurred.

The components of lease expense were as follows:

	For the Six Months Ended June 30, 2021	For the Six Months Ended June 30, 2020
Operating lease	\$ 36,781	\$ 45,317
Sublease income	-	(9,000)
Total net lease cost	<u>\$ 36,781</u>	<u>\$ 36,317</u>

Supplemental cash flow and other information related to leases was as follows:

	For the Six Months Ended June 30, 2021	For the Six Months Ended June 30, 2020
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$ -	\$ (44,468)
ROU assets obtained in exchange for lease liabilities:		
Operating leases	\$ -	\$ -
Weighted average remaining lease term (in years):		
Operating leases	3.15	1.17
Weighted average discount rate:		
Operating leases	12%	12%

The following table presents the maturity of the Company's lease liabilities as of June 30, 2021:

<b>For the twelve months ending June 30:</b>	
2022	\$ 76,049
2023	48,772
2024	49,747
2025	47,483
2026	-
	<u>222,061</u>
Less: Imputed interest	(40,281)
Present value	<u>\$ 181,780</u>

**Stockholders' Equity  
(Deficit)**

**6 Months Ended  
Jun. 30, 2021**

[Equity \[Abstract\]](#)

[Stockholders' Equity \(Deficit\)](#) **Note 10 – Stockholders' Equity (Deficit)**

*Reverse Stock Split*

Following the board of directors' approval, the Company filed a Certificate of Change to its Articles of Incorporation (the "Amendment"), with the Secretary of State of the State of Delaware to effectuate a one-for-twenty (1:20) reverse stock split (the "Reverse Stock Split") for all classes of its stock, par value \$0.0001 per share, without any change to its par value. The Amendment became effective on January 23, 2020. No fractional shares were issued in connection with the Reverse Stock Split as all fractional shares were "rounded up" to the next whole share.

All share and per share amounts for the common stock have been retroactively restated to give effect to the reverse splits.

The Company's authorized capital stock consists of 105,000,000 shares, of which 100,000,000 are for shares of common stock, par value \$0.0001 per share, and 5,000,000 are for shares of preferred stock, par value \$0.0001 per share, of which 500,000 have been designated as Series A Cumulative Convertible Preferred Stock ("Series A").

As of June 30, 2021 and December 31, 2020, there were 226,523 and 173,974 shares of Series A preferred stock issued and outstanding, respectively.

As of June 30, 2021 and December 31, 2020, there were 2,500 and 0 shares of Series B preferred stock issued and outstanding, respectively.

As of June 30, 2021 and December 31, 2020, there were 3,629,452 and 3,506,752 shares of common stock issued and outstanding, respectively. Each share of the common stock entitles its holder to one vote on each matter submitted to the shareholders.

The following is a summary of the Company's option activity:

	<b>Options</b>	<b>Weighted Average Exercise Price</b>
		(as converted)
<b>Outstanding – December 31, 2020</b>	789,250	\$ 1.75
<b>Exercisable – December 31, 2020</b>	451,448	\$ 2.69
Granted	-	\$ -
Exercised	-	\$ -
Forfeited/Cancelled	-	\$ -
<b>Outstanding – June 30, 2021</b>	<u>789,250</u>	<u>\$ 1.75</u>
<b>Exercisable – June 30, 2021</b>	<u>620,500</u>	<u>\$ 2.15</u>

<b>Options Outstanding</b>				<b>Options Exercisable</b>	
Exercise Price	Number Outstanding	Weighted Average Remaining	Weighted Average Exercise Price	Number Exercisable	Weighted Average Exercise Price

		<b>Contractual Life (in years)</b>			
\$ 0.25 – 18.80	789,250	3.47 years	\$	1.75	620,500
			\$		2.15

At June 30, 2021, the total intrinsic value of options outstanding and exercisable was \$1,228,125 and \$876,563, respectively.

During the six months ended June 30, 2021 and 2020, the Company recorded total stock-based compensation expense related to options of approximately \$194,858 and \$40,597, respectively. The unrecognized compensation expense at June 30, 2021 was approximately \$106,059.

#### Stock Warrants

The following is a summary of the Company's warrant activity:

	<b>Warrants</b>	<b>Weighted Average Exercise Price</b>
		(as converted)
<b>Outstanding – December 31, 2020</b>	10,300,000	\$ 3.00
<b>Exercisable – December 31, 2020</b>	10,300,000	\$ 3.00
Granted	700,000	\$ 0.86
Exercised	-	\$ -
Forfeited/Cancelled	-	\$ -
<b>Outstanding – June 30, 2021</b>	<u>11,000,000</u>	<u>\$ 2.86</u>
<b>Exercisable – June 30, 2021</b>	<u>10,600,000</u>	<u>\$ 2.94</u>

<b>Warrants Outstanding</b>				<b>Warrants Exercisable</b>	
<b>Exercise Price</b>	<b>Number Outstanding</b>	<b>Weighted Average Remaining Contractual Life (in years)</b>	<b>Weighted Average Exercise Price</b>	<b>Number Exercisable</b>	<b>Weighted Average Exercise Price</b>
\$ 0.50 – 3.00	11,000,000	1.54 years	\$ 2.86	10,600,000	\$ 2.94

At June 30, 2021 the total intrinsic value of warrants outstanding and exercisable was \$17,450,000 and \$14,935,000, respectively.

On March 24, 2021 the Company entered into an agreement with Kingswood Capital Markets (“Kingswood”), a division of Benchmark Investments, Inc. in connection with providing general financial advisory to the Company. The Company issued 300,000 warrants to Kingswood exercisable at \$1.00 for a period of three years. The fair value so the warrants issued was determined by using the Black-Scholes-Merton method of valuation and resulted in the Company recording \$1,592,517 of expense on its books.

On March 29, 2021 the Company filed a Form D – Notice of Exempt Offerings of Securities with the Securities and Exchange Commission. The total offering amount was \$5,000,000. The Company received proceeds of approximately \$1,700,000 and paid a commission to Kingswood of \$170,000.

On March 29, 2021, the Company entered into a Securities Purchase Agreement (the “Leviston Purchase Agreement”) with Leviston Resources LLC (“Leviston”) dated March 26, 2021, pursuant to which the Company sold to Leviston, and the Leviston purchased from the Company, 5,000 shares of the Company’s Series B Preferred Stock, par value \$0.0001 per share Series B Preferred Stock with an aggregate stated value of \$5,400,000, a Series B Preferred Stock Purchase Warrant to purchase 5,000 shares of Series B Preferred Stock, having a term expiring on March 26, 2023 and a per share exercise price (subject to adjustment for stock splits, reverse stock splits, mergers or reorganizations, and similar changes affecting shares of the Company’s common stock, par value \$0.0001 per share and/or securities entitling the holder thereof to acquire shares of Common Stock, as applicable) of \$1,000 (the “Series 1 Warrant”), and a Series B Preferred Stock Purchase Warrant to purchase 5,000 shares of Series B Preferred Stock, having a term expiring on March 26, 2024 and a per share exercise price (subject to adjustment for stock splits, reverse stock splits, mergers or reorganizations, and similar changes affecting shares of Common Stock and/or securities entitling the holder thereof to acquire shares of Common Stock, as applicable) of \$1,000 (the “Series 2 Warrant” and together with the Series 1 Warrant, the “Warrants,” and together with the Closing Shares, the “Securities”). The aggregate purchase price for the Securities is \$5,000,000, which Leviston will pay as follows: \$2,000,000 on the Closing Date; \$500,000 on or before the date that is three business days from the date that the Company files a registration statement relating to the shares of Common Stock issuable upon conversion of the Closing Shares and the shares of Series B Preferred Stock issuable upon exercise of the Warrants; and \$2,500,000 on or before the date that is three business days from the date that such registration statement is declared effective in accordance with the terms and provisions of the Registration Rights Agreement.

On July 16, 2021, the parties to the Leviston Purchase Agreement amended the agreements as necessary to achieve the following results: The Series B Preferred Stock is now convertible at a price (as adjusted, “Series B Conversion Price”) equal to the lesser of (x) \$4.52 and (y) 85% of the lowest variable weighted average price (“VWAP”) of the Common Stock on a trading day during the 10 trading days prior to and ending on, and including, the date of conversion, subject to a conversion price floor of \$1.00, but not to exceed \$1.50, subject to further adjustment in the event that the Company, subject to certain exemptions, disposes of or issues any common stock or securities convertible into, exercisable, or exchangeable for common stock for no consideration or for consideration less than the applicable Series B Conversion Price in effect immediately prior to such issuance.

On March 29, 2021, the Registrant filed with the Delaware Secretary of State a Certificate of Designation of Preferences, Rights and Limitations of Series B Preferred Stock (the “Series B Certificate of Designation”) pursuant to which the Registrant’s Board of Directors, pursuant to authority granted under the Registrant’s Amended and Restated Certificate of Incorporation, designated 20,000 shares of the 5,000,000 authorized shares of the Registrant’s preferred stock as Series B Preferred Stock.

Each share of Series B Preferred Stock has a stated value of \$1,080, is entitled to receive cumulative dividends in cash, or at the holder’s option, in shares of Series B Preferred Stock (with one share of Series B Preferred Stock issued for each \$993 in accrued dividends), at the rate of 5% per annum, payable quarterly on January 1, April 1, July 1 and October 1 (beginning on the first such date after the original issue date), on each conversion date (with respect to the shares of Series B Preferred Stock being converted), and on each optional redemption date (with respect to the shares of Series B Preferred Stock being redeemed), and is entitled to participate in any dividend or other distribution to holders of Common Stock to the same extent that the holder of Series B Preferred Stock would have participated therein if such holder had held the number of shares of Common Stock issuable upon complete conversion of such holder’s shares of Series B Preferred Stock (without regard to any limitations on exercise thereof, including any beneficial ownership limitations) immediately before the record date for such distribution or, if no such record is taken, the date as of which the record holders of Common Stock are to be determined to receive the distribution, provided that if the distribution would result in the holder exceeding then-applicable beneficial ownership limitation, the holder shall not be entitled to participate in such distribution to such extent and such distribution to such extent shall be held in abeyance until such time, if ever,

as the holder's right thereto would not result in the holder exceeding the then-applicable beneficial ownership limitation.

## Credit Risk

**6 Months Ended  
Jun. 30, 2021**

### [Risks and Uncertainties](#)

#### [\[Abstract\]](#)

#### [Credit Risk](#)

#### **Note 11 – Credit Risk**

Financial instruments that potentially subject the Company to significant concentration of credit risk consist primarily of cash and cash equivalents. As of June 30, 2021 and December 31, 2020, substantially all of the Company's cash and cash equivalents were held by major financial institutions and the balance in certain accounts exceeded the maximum amount insured by the Federal Deposits Insurance Corporation ("FDIC"). However, the Company has not experienced losses on these accounts and management believes that the Company is not exposed to significant risks on such accounts.

## Subsequent Events

**6 Months Ended  
Jun. 30, 2021**

[Subsequent Events](#)

[\[Abstract\]](#)

[Subsequent Events](#)

### **Note 12 – Subsequent Events**

On July 9, 2021 we changed our name from Wizard Brands, Inc. to Creek Road Miners, Inc. corresponding with a move to expand the current NFT mining activities into mining cryptocurrencies.

On August 6, 2021, Kick The Can Corp. (“KTC”), a Nevada corporation, a wholly owned subsidiary of Company, entered into an Asset Purchase Agreement (the “Agreement”) with Informa Pop Culture Events, Inc., a Delaware corporation (“Informa”). Pursuant to the Agreement, KTC sold, transferred, and assigned certain assets, properties, and rights to Informa related to the business of operating and producing the following live pop culture events: 1) Wizard World Chicago; 2) Wizard World Cleveland; 3) Wizard World New Orleans; 4) Wizard World Philadelphia; 5) Wizard World Portland; and 6) Wizard World St. Louis.



**Significant and Critical  
Accounting Policies and  
Practices (Policies)**

**6 Months Ended**

**Jun. 30, 2021**

[Accounting Policies](#)

[\[Abstract\]](#)

[Basis of Presentation -  
Unaudited Interim Financial  
Information](#)

*Basis of Presentation - Unaudited Interim Financial Information*

The accompanying unaudited condensed consolidated financial statements and related notes have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”) for interim financial information, and in accordance with the rules and regulations of the United States Securities and Exchange Commission (the “SEC”) with respect to Form 10-Q and Article 8 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by U.S. GAAP for complete financial statements. The unaudited condensed consolidated financial statements furnished reflect all adjustments (consisting of normal recurring accruals) which are, in the opinion of management, necessary to a fair statement of the results for the interim periods presented. Interim results are not necessarily indicative of the results for the full year. These unaudited condensed consolidated financial statements should be read in conjunction with the consolidated financial statements of the Company for the year ended December 31, 2020 and notes thereto contained in the Company’s Annual Report on Form 10-K for the year ended December 31, 2020, as filed with the SEC on March 29, 2021.

[Use of Estimates and  
Assumptions and Critical  
Accounting Estimates and  
Assumptions](#)

*Use of Estimates and Assumptions and Critical Accounting Estimates and Assumptions*

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

[Principles of Consolidation](#)

*Principles of Consolidation*

The condensed consolidated financial statements include all accounts of the entities as of the reporting period ending date(s) and for the reporting period(s).

All inter-company balances and transactions have been eliminated. Non-controlling interest represents the minority equity investment in the Company’s subsidiaries, plus the minority investors’ share of the net operating results and other components of equity relating to the non-controlling interest.

As of June 30, 2021 and December 31, 2020, the aggregate non-controlling interest in ButtaFyngas was (\$12,498). The non-controlling interest is separately disclosed on the Condensed Consolidated Balance Sheet.

[Cash and Cash Equivalents](#)

*Cash and Cash Equivalents*

The Company considers investments with original maturities of three months or less to be cash equivalents.

The Company minimizes its credit risk associated with cash by periodically evaluating the credit quality of its primary financial institution. The balance at times may exceed federally insured limits.

## [Fair Value of Financial Instruments](#)

### *Fair Value of Financial Instruments*

For purpose of this disclosure, the fair value of a financial instrument is the amount at which the instrument could be exchanged in a current transaction between willing parties, other than in a forced sale or liquidation. The carrying amount of the Company's short-term financial instruments approximates fair value due to the relatively short period to maturity for these instruments.

## [Accounts Receivable and Allowance for Doubtful Accounts](#)

### *Accounts Receivable and Allowance for Doubtful Accounts*

Accounts receivable are stated at the amount management expects to collect from outstanding balances. The Company generally does not require collateral to support customer receivables. The Company provides an allowance for doubtful accounts based upon a review of the outstanding accounts receivable, historical collection information and existing economic conditions. The Company determines if receivables are past due based on days outstanding, and amounts are written off when determined to be uncollectible by management. The maximum accounting loss from the credit risk associated with accounts receivable is the amount of the receivable recorded, which is the face amount of the receivable net of the allowance for doubtful accounts. As of June 30, 2021 and December 31, 2020, the allowance for doubtful accounts was \$0.

## [Inventories](#)

### *Inventories*

Inventories are stated at average cost using the first-in, first-out (FIFO) valuation method. Inventory was comprised of the following:

	<b>June 30, 2021</b>	<b>December 31, 2020</b>
Finished goods	\$ 302,220	\$ 220,641

## [Property and Equipment](#)

### *Property and Equipment*

Property and equipment are recorded at cost. Expenditures for major additions and betterments are capitalized. Maintenance and repairs are charged to operations as incurred. Depreciation is computed by the straight-line method (after taking into account their respective estimated residual values) over the estimated useful lives of the respective assets as follows:

	<u>Estimated Useful Life (Years)</u>
Computer equipment	3
Equipment	2-5
Furniture and fixture	7
Leasehold improvements	*

(\*) Amortized on a straight-line basis over the term of the lease or the estimated useful lives, whichever period is shorter.

Upon sale or retirement of property and equipment, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is reflected in the condensed consolidated statements of operations.

## [Intangible assets](#)

### *Intangible assets*

Intangible assets represent intangible assets acquired in connection with the Company's purchase of Jevo patents and technology. The transaction was not a business combination or acquisition of a business.

The intangible assets are amortized using a straight-line method consistent with the expected future cash flows related to the intangible asset, which has been determined to be ten (10) years. Amortized intangible assets are reviewed for impairment whenever events or changes in circumstances exist that indicate the carrying amount of an asset may not be recoverable. When indicators of impairment exist, an estimate of undiscounted net cash flows is used in measuring whether the carrying amount of the asset or related asset group is recoverable.

Measurement of the amount of impairment, if any, is based upon the difference between the asset or asset group's carrying value and fair value. Fair value is determined through various valuation techniques, including market and income approaches as considered necessary. No impairment has been recorded as of June 30, 2021.

### [Investments - Cost Method, Equity Method and Joint Venture](#)

#### *Investments - Cost Method, Equity Method and Joint Venture*

In accordance with sub-topic 323-10 of the FASB ASC ("Sub-topic 323-10"), the Company accounts for investments in common stock of an investee for which the Company has significant influence in the operating or financial policies even though the Company holds 50% or less of the common stock or in-substance common stock.

### [Method of Accounting](#)

#### *Method of Accounting*

Investments held in stock of entities other than subsidiaries, namely corporate joint ventures and other non-controlled entities usually are accounted for by one of three methods: (i) the fair value method (addressed in Topic 320), (ii) the equity method (addressed in Topic 323), or (iii) the cost method (addressed in Subtopic 325-20). Pursuant to Paragraph 323-10-05-5, the equity method tends to be most appropriate if an investment enables the investor to influence the operating or financial policies of the investee.

### [Investment in CONtv](#)

#### *Investment in CONtv*

The Company currently holds a limited and passive interest of 10% in CONtv, a joint venture with third parties and Bristol Capital, LLC (a related party controlled by a member of the Board). CONtv is a digital network devoted to fans of pop culture entertainment and is inactive.

For the three and six months ended June 30, 2021 and 2020, the Company recognized \$0 losses from this venture, respectively.

As of June 30, 2021 and December 31, 2020, the investment in CONtv was \$0.

As of June 30, 2021 and December 31, 2020, the amount due to CONtv was \$0 and \$224,241, respectively.

### [Fair Value of Measurements](#)

#### *Fair Value of Measurements*

The Company follows ASC 820-10 of the FASB Accounting Standards Codification to measure the fair value of its financial instruments and disclosures about fair value of its financial instruments. ASC 820-10 establishes a framework for measuring fair value in accounting principles generally accepted in the United States of America (U.S. GAAP), and expands disclosures about fair value measurements. To increase consistency and comparability in fair value measurements and related disclosures, ASC 820-10 establishes a fair value hierarchy which prioritizes the inputs to valuation techniques used to measure fair value into three (3) broad levels. The three (3) levels of fair value hierarchy defined by ASC 820-10 are described below:

Level 1	Quoted market prices available in active markets for identical assets or liabilities as of the reporting date.
Level 2	Pricing inputs other than quoted prices in active markets included in Level 1, which are either directly or indirectly observable as of the reporting date.
Level 3	Pricing inputs that are generally unobservable inputs and not corroborated by market data.

Financial assets are considered Level 3 when their fair values are determined using pricing models, discounted cash flow methodologies or similar techniques and at least one significant model assumption or input is unobservable.

The fair value hierarchy gives the highest priority to quoted prices (unadjusted) in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. If the inputs used to measure the financial assets and liabilities fall within more than one level described above, the categorization is based on the lowest level input that is significant to the fair value measurement of the instrument.

The carrying amounts of the Company's financial assets and liabilities, such as cash, accounts receivable, inventory, prepaid expenses and other current assets, accounts payable and accrued expenses approximate their fair values because of the short maturity of these instruments.

Transactions involving related parties typically cannot be presumed to be carried out on an arm's-length basis, as the requisite conditions of competitive, free-market dealings may not exist. However, in the case of the convertible promissory note discussed in Note 5, the Company obtained a fairness opinion from an independent third party which supports that the transaction was carried out at an arm's length basis.

## Revenue Recognition and Cost of Revenues

The Company follows the FASB Accounting Standards Codification ASC 606 for revenue recognition. The Company will recognize revenue when it is realized or realizable and earned. The Company considers revenue realized or realizable and earned when all of the following criteria are met:

### 1) *Identify the contract with a customer*

A contract with a customer exists when (i) the Company enters into an enforceable contract with a customer that defines each party's rights regarding the services to be transferred and identifies the payment terms related to these services, (ii) the contract has commercial substance and, (iii) the Company determines that collection of substantially all consideration for services that are transferred is probable based on the customer's intent and ability to pay the promised consideration. The Company applies judgment in determining the customer's ability and intention to pay, which is based on a variety of factors including the customer's historical payment experience or, in the case of a new customer, published credit and financial information pertaining to the customer.

### 2) *Identify the performance obligations in the contract*

Performance obligations promised in a contract are identified based on the services that will be transferred to the customer that are both capable of being distinct, whereby the customer can benefit from the service either on its own or together with other resources that are readily available from third parties or from the Company, and are distinct in the context of the contract, whereby the transfer of the services is separately identifiable from other promises in the contract. To the extent a contract includes multiple promised services, the Company must apply judgment to determine whether promised services are capable of being distinct and distinct in the context of

the contract. If these criteria are not met the promised services are accounted for as a combined performance obligation.

3) *Determine the transaction price*

The transaction price is determined based on the consideration to which the Company will be entitled in exchange for transferring services to the customer. To the extent the transaction price includes variable consideration, the Company estimates the amount of variable consideration that should be included in the transaction price utilizing either the expected value method or the most likely amount method depending on the nature of the variable consideration. Variable consideration is included in the transaction price if, in the Company's judgment, it is probable that a significant future reversal of cumulative revenue under the contract will not occur. None of the Company's contracts as of June 30, 2021 contained a significant financing component.

4) *Allocate the transaction price to performance obligations in the contract*

If the contract contains a single performance obligation, the entire transaction price is allocated to the single performance obligation. However, if a series of distinct services that are substantially the same qualifies as a single performance obligation in a contract with variable consideration, the Company must determine if the variable consideration is attributable to the entire contract or to a specific part of the contract. For example, a bonus or penalty may be associated with one or more, but not all, distinct services promised in a series of distinct services that forms part of a single performance obligation. Contracts that contain multiple performance obligations require an allocation of the transaction price to each performance obligation based on a relative standalone selling price basis unless the transaction price is variable and meets the criteria to be allocated entirely to a performance obligation or to a distinct service that forms part of a single performance obligation. The Company determines standalone selling price based on the price at which the performance obligation is sold separately. If the standalone selling price is not observable through past transactions, the Company estimates the standalone selling price taking into account available information such as market conditions and internally approved pricing guidelines related to the performance obligations.

5) *Recognize revenue when or as the Company satisfies a performance obligation*

The Company satisfies performance obligations either over time or at a point in time. Revenue is recognized at the time the related performance obligation is satisfied by transferring a promised service to a customer.

Convention revenue is generally earned upon completion of the convention. Unearned convention revenue is deposits received for conventions that have not yet taken place, which are fully or partially refundable depending upon the terms and conditions of the agreements.

The Company recognizes cost of revenues in the period in which the revenues was earned. In the event the Company incurs cost of revenues for conventions that are yet to occur, the Company records such amounts as prepaid expenses and such prepaid expenses are expensed during the period the convention takes place.

**Disaggregation of Revenue from Contracts with Customers.** The following table disaggregates gross revenue by significant revenue stream for the six months ended June 30, 2021 and 2020:

	<b>For the Six Months Ended</b>	
	<b>June 30, 2021</b>	<b>June 30, 2020</b>
Conventions	\$ -	\$ 2,574,994
Virtual	263,309	757,258
Vault	244,865	113,583
Jevo	97,726	-
Total revenue	<u>\$ 605,900</u>	<u>\$ 3,418,835</u>

## Shipping and Handling Costs    Shipping and Handling Costs

The Company accounts for shipping and handling fees in accordance with paragraph 605-45-45-19 of the FASB Accounting Standards Codification. While amounts charged to customers for shipping products are included in revenues, the related costs are classified in cost of revenue as incurred.

Shipping and handling costs were \$44,126 and \$0 for the six months ended June 30, 2021 and 2020, respectively.

## Equity-based compensation    Equity-based compensation

The Company recognizes compensation expense for all equity-based payments in accordance with ASC 718 “*Compensation – Stock Compensation*”. Under fair value recognition provisions, the Company recognizes equity-based compensation net of an estimated forfeiture rate and recognizes compensation cost only for those shares expected to vest over the requisite service period of the award.

Restricted stock awards are granted at the discretion of the Company. These awards are restricted as to the transfer of ownership and generally vest over the requisite service periods, typically over a four-year period (vesting on a straight-line basis). The fair value of a stock award is equal to the fair market value of a share of Company stock on the grant date.

The fair value of an option award is estimated on the date of grant using the Black-Scholes option valuation model. The Black-Scholes option valuation model requires the development of assumptions that are input into the model. These assumptions are the expected stock volatility, the risk-free interest rate, the expected life of the option, the dividend yield on the underlying stock and the expected forfeiture rate. Expected volatility is calculated based on the historical volatility of the Company’s Common stock over the expected option life and other appropriate factors. The expected option term is computed using the “simplified” method as permitted under the provisions of ASC 718-10-S99. The Company uses the simplified method to calculate expected term of share options and similar instruments as the Company does not have sufficient historical exercise data to provide a reasonable basis upon which to estimate expected term. Risk-free interest rates are calculated based on continuously compounded risk-free rates for the appropriate term. The dividend yield is assumed to be zero as the Company has never paid or declared any cash dividends on the Common stock of the Company and does not intend to pay dividends on the Common stock in the foreseeable future. The expected forfeiture rate is estimated based on historical experience.

Determining the appropriate fair value model and calculating the fair value of equity-based payment awards requires the input of the subjective assumptions described above. The assumptions used in calculating the fair value of equity-based payment awards represent management’s best estimates, which involve inherent uncertainties and the application of management’s judgment. As a result, if factors change and the Company uses different assumptions, the equity-based compensation could be materially different in the future. In addition, the Company is required to estimate the expected forfeiture rate and recognize expense only for those shares expected to vest. If the actual forfeiture rate is materially different from the Company’s estimate, the equity-based compensation could be significantly different from what the Company has recorded in the current period.

## Income Taxes    Income Taxes

The Company follows the asset and liability method of accounting for income taxes under FASB ASC 740, “*Income Taxes*.” Deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred income tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the

years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that included the enactment date. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized.

FASB ASC 740 prescribes a recognition threshold and a measurement attribute for the financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more likely than not to be sustained upon examination by taxing authorities. There were no unrecognized tax benefits as of June 30, 2021 and December 31, 2020. The Company recognizes accrued interest and penalties related to unrecognized tax benefits as income tax expense. No amounts were accrued for the payment of interest and penalties as of June 30, 2021 and December 31, 2020. The Company is currently not aware of any issues under review that could result in significant payments, accruals or material deviation from its position. The Company is subject to income tax examinations by major taxing authorities since inception.

The Company may be subject to potential examination by federal, state, and city taxing authorities in the areas of income taxes. These potential examinations may include questioning the timing and amount of deductions, the nexus of income among various tax jurisdictions, and compliance with federal, state, and city tax laws. The Company's management does not expect that the total amount of unrecognized tax benefits will materially change over the next twelve months.

The Company is no longer subject to tax examinations by tax authorities for years prior to 2018.

## Earnings per Share

### Earnings per Share

Earnings per share ("EPS") is the amount of earnings attributable to each share of common stock. For convenience, the term is used to refer to either earnings or loss per share. EPS is computed pursuant to Section 260-10-45 of the FASB Accounting Standards Codification. Pursuant to ASC Paragraphs 260-10-45-10 through 260-10-45-16, basic EPS shall be computed by dividing income available to common stockholders (the numerator) by the weighted-average number of common shares outstanding (the denominator) during the period. Income available to common stockholders shall be computed by deducting both the dividends declared in the period on preferred stock (whether or not paid) and the dividends accumulated for the period on cumulative preferred stock (whether or not earned) from income from continuing operations (if that amount appears in the income statement) and also from net income. The computation of diluted EPS is similar to the computation of basic EPS except that the denominator is increased to include the number of additional common shares that would have been outstanding if the dilutive potential common shares had been issued during the period to reflect the potential dilution that could occur from common shares issuable through contingent shares issuance arrangement, stock options or warrants.

The following table shows the outstanding dilutive common shares excluded from the diluted net income (loss) per share calculation as they were anti-dilutive:

	Contingent shares issuance arrangement, stock options or warrants	
	For the Six Months Ended June 30, 2021	For the Six Months Ended June 30, 2020
Convertible note	833,333	833,333
Common stock options	789,250	226,000
Common stock warrants	11,000,000	1,133,333

Total contingent shares issuance arrangement, stock options or warrants	12,622,583	2,192,666
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## Reclassification

### Reclassification

Certain prior period amounts have been reclassified to conform to current period presentation.

## Recently Adopted Accounting Guidance

### Recently Adopted Accounting Guidance

In December 2019, the FASB issued ASU 2019-12, *Income Taxes (Topic 740): “Simplifying the Accounting for Income Taxes”*, which is intended to simplify the accounting for income taxes by removing certain exceptions to the general principles in Topic 740 and by clarifying and amending existing guidance to improve consistent application. This ASU is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2020. Early adoption is permitted. Certain amendments within this ASU are required to be applied on a retrospective basis, certain other amendments are required to be applied on a modified retrospective basis and all other amendments on a prospective basis. The adoption of ASU 2019-12 did not have a material impact on the Company’s financial statement presentation or disclosures.

## Recently Issued Accounting Pronouncements

### Recently Issued Accounting Pronouncements

In March 2020, the FASB issued ASU No. 2020-04, *“Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting.”* ASU 2020-04 provides optional expedients and exceptions to account for contracts, hedging relationships and other transactions that reference LIBOR or another reference rate if certain criteria are met. The amendments of ASU No. 2020-04 are effective immediately, as of March 12, 2020, and may be applied prospectively to contract modifications made and hedging relationships entered into on or before December 31, 2022. The Company is evaluating the impact that the amendments of this standard would have on the Company’s consolidated financial statements.

In August 2020, the FASB issued ASU 2020-06, *Debt—“Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging—Contracts in Entity’s Own Equity (Subtopic 815-40): Accounting for Convertible Instruments and Contracts in an Entity’s Own Equity”*. This ASU amends the guidance on convertible instruments and the derivatives scope exception for contracts in an entity’s own equity, and also improves and amends the related EPS guidance for both Subtopics. The ASU will be effective for annual reporting periods after December 15, 2021 and interim periods within those annual periods and early adoption is permitted. The Company is currently evaluating the impact of the new guidance on its consolidated financial statements.

Management has evaluated all recent accounting pronouncements as issued by the FASB in the form of Accounting Standards Updates (“ASU”) through the date these financial statements were available to be issued and found no recent accounting pronouncements issued, but not yet effective accounting pronouncements, when adopted, will have a material impact on the financial statements of the Company.



**Significant and Critical  
Accounting Policies and  
Practices (Tables)**

[Accounting Policies \[Abstract\]](#)

[Schedule of Inventories](#)

[Schedule of Estimated Useful Lives of  
Property](#)

[Schedule Disaggregation of Revenue from  
Contracts with Customers](#)

[Schedule of Contingent Share Issuance  
Arrangements, Stock Options and Warrants](#)

**6 Months Ended**

**Jun. 30, 2021**

Inventories are stated at average cost using the first-in, first-out (FIFO) valuation method. Inventory was comprised of the following:

	<b>June 30, 2021</b>	<b>December 31, 2020</b>
Finished goods	\$ 302,220	\$ 220,641

	<b>Estimated Useful Life (Years)</b>
Computer equipment	3
Equipment	2-5
Furniture and fixture	7
Leasehold improvements	*

(\*) Amortized on a straight-line basis over the term of the lease or the estimated useful lives, whichever period is shorter.

	<b>For the Six Months Ended</b>	
	<b>June 30, 2021</b>	<b>June 30, 2020</b>
Conventions	\$ -	\$ 2,574,994
Virtual	263,309	757,258
Vault	244,865	113,583
Jevo	97,726	-
Total revenue	<u>\$ 605,900</u>	<u>\$ 3,418,835</u>

The following table shows the outstanding dilutive common shares excluded from the diluted net income (loss) per share calculation as they were anti-dilutive:

	<b>Contingent shares issuance arrangement, stock options or warrants</b>	
	<b>For the Six Months Ended June 30, 2021</b>	<b>For the Six Months Ended June 30, 2020</b>
Convertible note	833,333	833,333
Common stock options	789,250	226,000
Common stock warrants	<u>11,000,000</u>	<u>1,133,333</u>
Total contingent shares issuance arrangement, stock options or warrants	<u>12,622,583</u>	<u>2,192,666</u>

**Property and Equipment  
(Tables)**

**6 Months Ended  
Jun. 30, 2021**

**Property, Plant and Equipment**  
**[Abstract]**  
**Schedule of Property and**  
**Equipment**

Property and equipment stated at cost, less accumulated depreciation and amortization, consisted of the following:

	<u>June 30, 2021</u>	<u>June 30, 2020</u>
Computer Equipment	\$ 50,888	\$ 36,525
Equipment	484,069	474,069
Furniture and Fixtures	65,465	63,925
Vehicles	15,000	57,500
Leasehold Improvements	27,095	22,495
	<u>618,154</u>	<u>590,814</u>
Less: Accumulated depreciation	(574,159)	(539,085)
	<u>\$ 68,358</u>	<u>\$ 50,829</u>

## Operating Leases (Tables)

**6 Months Ended  
Jun. 30, 2021**

### [Operating Leases](#)

#### [Schedule of Lease Expenses](#)

The components of lease expense were as follows:

	For the Six Months Ended June 30, 2021	For the Six Months Ended June 30, 2020
Operating lease	\$ 36,781	\$ 45,317
Sublease income	-	(9,000)
<b>Total net lease cost</b>	<b>\$ 36,781</b>	<b>\$ 36,317</b>

#### [Schedule of Supplemental Cash Flow and Other Information Related Leases](#)

Supplemental cash flow and other information related to leases was as follows:

	For the Six Months Ended June 30, 2021	For the Six Months Ended June 30, 2020
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$ -	\$ (44,468)
ROU assets obtained in exchange for lease liabilities:		
Operating leases	\$ -	\$ -
Weighted average remaining lease term (in years):		
Operating leases	3.15	1.17

#### [Schedule of Maturities of Operating Lease Liabilities](#)

Weighted average discount rate:		
Operating leases	12%	12%

The following table presents the maturity of the Company's lease liabilities as of June 30, 2021:

<b>For the twelve months ending June 30:</b>		
2022		\$ 76,049
2023		48,772
2024		49,747
2025		47,483
2026		-
		<u>222,061</u>
Less: Imputed interest		(40,281)
<b>Present value</b>		<b>\$ 181,780</b>

**Stockholders' Equity  
(Deficit) (Tables)**

**6 Months Ended  
Jun. 30, 2021**

[Equity \[Abstract\]](#)

[Summary of Stock Option Activity](#)

The following is a summary of the Company's option activity:

	Options	Weighted Average Exercise Price
		(as converted)
<b>Outstanding – December 31, 2020</b>	789,250	\$ 1.75
<b>Exercisable – December 31, 2020</b>	451,448	\$ 2.69
Granted	-	\$ -
Exercised	-	\$ -
Forfeited/Cancelled	-	\$ -
<b>Outstanding – June 30, 2021</b>	<u>789,250</u>	<u>\$ 1.75</u>
<b>Exercisable – June 30, 2021</b>	<u>620,500</u>	<u>\$ 2.15</u>

[Schedule of Information Regarding Stock  
Options Outstanding](#)

Options Outstanding				Options Exercisable	
Exercise Price	Number Outstanding	Weighted Average Remaining Contractual Life (in years)	Weighted Average Exercise Price	Number Exercisable	Weighted Average Exercise Price
\$ 0.25 – 18.80	789,250	3.47 years	\$ 1.75	620,500	\$ 2.15

[Summary of Stock Warrants Activity](#)

The following is a summary of the Company's warrant activity:

	Warrants	Weighted Average Exercise Price
		(as converted)
<b>Outstanding – December 31, 2020</b>	10,300,000	\$ 3.00
<b>Exercisable – December 31, 2020</b>	10,300,000	\$ 3.00
Granted	700,000	\$ 0.86
Exercised	-	\$ -
Forfeited/Cancelled	-	\$ -
<b>Outstanding – June 30, 2021</b>	<u>11,000,000</u>	<u>\$ 2.86</u>
<b>Exercisable – June 30, 2021</b>	<u>10,600,000</u>	<u>\$ 2.94</u>

[Schedule of Information Regarding Stock  
Warrants Outstanding](#)

Warrants Outstanding				Warrants Exercisable	
Exercise Price	Number Outstanding	Weighted Average Remaining Contractual Life (in years)	Weighted Average Exercise Price	Number Exercisable	Weighted Average Exercise Price
\$ 0.50 – 3.00	11,000,000	1.54 years	\$ 2.86	10,600,000	\$ 2.94

Going Concern Analysis (Details Narrative) - USD (\$)	Jul. 16, 2021	3 Months Ended			6 Months Ended	
		Mar. 29, 2021	Jun. 30, 2021	Jun. 30, 2021	Jun. 30, 2020	Dec. 31, 2020
<u>Collaborative Arrangement and Arrangement Other than Collaborative [Line Items]</u>						
<u>Loss from operations</u>				\$	\$	
				4,322,080	574,057	
<u>Cash and cash equivalents</u>		\$				\$
		1,553,377	1,553,377			1,897,703
<u>Working capital deficit</u>		\$	\$			
		4,300,000	4,300,000			
<u>Preferred stock, par value</u>		\$	\$			
		0.0001	0.0001			
<u>Issuance of preferred shares, value</u>		\$				
		5,000,000	\$ 43,175	\$ 43,175		
<u>Common stock, par value</u>		\$	\$			
		0.0001	0.0001			\$ 0.0001
<u>Securities Purchase Agreement [Member]</u>						
<u>Collaborative Arrangement and Arrangement Other than Collaborative [Line Items]</u>						
<u>Purchase price of securities</u>		\$		\$		
		5,000,000		2,000,000		
<u>Securities Purchase Agreement [Member]   Three Business Days from the Date [Member]</u>						
<u>Collaborative Arrangement and Arrangement Other than Collaborative [Line Items]</u>						
<u>Purchase price of securities</u>					500,000	
<u>Securities Purchase Agreement [Member]   On or Before the Date [Member]</u>						
<u>Collaborative Arrangement and Arrangement Other than Collaborative [Line Items]</u>						
<u>Purchase price of securities</u>				\$		
				2,500,000		

[Securities Purchase Agreement](#)  
[\[Member\] | Series 1 Warrant](#)  
[\[Member\]](#)

**[Collaborative Arrangement  
and Arrangement Other  
than Collaborative \[Line  
Items\]](#)**

[Warrant to purchase of  
preferred stock](#) 1,000

[Securities Purchase Agreement](#)  
[\[Member\] | Series 2 Warrant](#)  
[\[Member\]](#)

**[Collaborative Arrangement  
and Arrangement Other  
than Collaborative \[Line  
Items\]](#)**

[Warrant to purchase of  
preferred stock](#) 1,000

[Series B Preferred Stock](#)  
[\[Member\]](#)

**[Collaborative Arrangement  
and Arrangement Other  
than Collaborative \[Line  
Items\]](#)**

[Preferred stock, par value](#) \$  
1,080

[Series B Preferred Stock](#)  
[\[Member\] | Subsequent Event](#)  
[\[Member\]](#)

**[Collaborative Arrangement  
and Arrangement Other  
than Collaborative \[Line  
Items\]](#)**

[Stock conversion description](#)

The Series B Preferred Stock is now convertible at a price (as adjusted, "Series B Conversion Price") equal to the lesser of (x) \$4.52 and (y) 85% of the lowest variable weighted average price ("VWAP") of the Common Stock on a trading day during the 10 trading days prior to and ending on, and including, the date of conversion, subject to a conversion

price floor of \$1.00, but not to exceed \$1.50, subject to further adjustment in the event that the Company, subject to certain exemptions, disposes of or issues any common stock or securities convertible into, exercisable, or exchangeable for common stock for no consideration or for consideration less than the applicable Series B Conversion Price in effect immediately prior to such issuance.

[Series B Preferred Stock \[Member\] | Securities Purchase Agreement \[Member\]](#)

**[Collaborative Arrangement and Arrangement Other than Collaborative \[Line Items\]](#)**

<a href="#">Issuance of preferred shares</a>	5,000
<a href="#">Preferred stock, par value</a>	\$ 0.0001
<a href="#">Issuance of preferred shares, value</a>	\$ 5,400,000
<a href="#">Warrant to purchase of preferred stock</a>	5,000
<a href="#">Warrants expiration date</a>	Mar. 26, 2023

[Series B Preferred Stock \[Member\] | Securities Purchase Agreement \[Member\] | Series 1 Warrant \[Member\]](#)

**[Collaborative Arrangement and Arrangement Other than Collaborative \[Line Items\]](#)**

<a href="#">Warrant to purchase of preferred stock</a>	5,000
<a href="#">Warrants expiration date</a>	Mar. 26, 2024

**Schedule of Inventories**  
**(Details) - USD (\$)**      **Jun. 30, 2021 Dec. 31, 2020**

[Accounting Policies \[Abstract\]](#)

<a href="#"><u>Finished goods</u></a>	\$ 302,220	\$ 220,641
---------------------------------------	------------	------------



**Schedule of Estimated Useful  
Lives of Property (Details)**

**6 Months Ended  
Jun. 30, 2021**

[Computer Equipment \[Member\]](#)

**[Property, Plant and Equipment \[Line Items\]](#)**

[Estimated useful life of property and equipment](#)

3 years

[Equipment \[Member\] | Minimum \[Member\]](#)

**[Property, Plant and Equipment \[Line Items\]](#)**

[Estimated useful life of property and equipment](#)

2 years

[Equipment \[Member\] | Maximum \[Member\]](#)

**[Property, Plant and Equipment \[Line Items\]](#)**

[Estimated useful life of property and equipment](#)

5 years

[Furniture and Fixtures \[Member\]](#)

**[Property, Plant and Equipment \[Line Items\]](#)**

[Estimated useful life of property and equipment](#)

7 years

[Leasehold Improvements \[Member\]](#)

**[Property, Plant and Equipment \[Line Items\]](#)**

[Estimated useful life of property and equipment](#)

[1]

[1] Amortized on a straight-line basis over the term of the lease or the estimated useful lives, whichever period is shorter.

Schedule Disaggregation of Revenue from Contracts with Customers (Details) - USD (\$)	3 Months Ended		6 Months Ended	
	Jun. 30, 2021	Jun. 30, 2020	Jun. 30, 2021	Jun. 30, 2020
<b><u>Product Information [Line Items]</u></b>				
<u>Total revenue</u>	\$ 226,726	\$ 816,416	\$ 605,900	\$ 3,418,835
<u>Conventions [Member]</u>				
<b><u>Product Information [Line Items]</u></b>				
<u>Total revenue</u>				2,574,994
<u>Virtual [Member]</u>				
<b><u>Product Information [Line Items]</u></b>				
<u>Total revenue</u>			263,309	757,258
<u>Vault [Member]</u>				
<b><u>Product Information [Line Items]</u></b>				
<u>Total revenue</u>			244,865	113,583
<u>Jevo [Member]</u>				
<b><u>Product Information [Line Items]</u></b>				
<u>Total revenue</u>			\$ 97,726	

**Schedule of Contingent  
Share Issuance  
Arrangements, Stock  
Options and Warrants  
(Details) - shares**

**6 Months Ended**  
**Jun. 30, Jun. 30,**  
**2021 2020**

**Antidilutive Securities Excluded from Computation of Earnings Per Share [Line Items]**

<u>Total contingent shares issuance arrangement, stock options or warrants</u>	12,622,583	2,192,666
<u>Convertible Note [Member]</u>		

**Antidilutive Securities Excluded from Computation of Earnings Per Share [Line Items]**

<u>Total contingent shares issuance arrangement, stock options or warrants</u>	833,333	833,333
<u>Share-based Payment Arrangement, Option [Member]</u>		

**Antidilutive Securities Excluded from Computation of Earnings Per Share [Line Items]**

<u>Total contingent shares issuance arrangement, stock options or warrants</u>	789,250	226,000
<u>Common Stock Warrants [Member]</u>		

**Antidilutive Securities Excluded from Computation of Earnings Per Share [Line Items]**

<u>Total contingent shares issuance arrangement, stock options or warrants</u>	11,000,000	1,133,333
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Significant and Critical Accounting Policies and Practices (Details Narrative) - USD (\$)	6 Months Ended		12 Months Ended
	Jun. 30, 2021	Jun. 30, 2020	Dec. 31, 2020

**Acquired Indefinite-lived Intangible Assets [Line Items]**

<u>Non-controlling interest</u>	\$ (12,498)		\$ (12,498)
<u>Allowance for doubtful accounts</u>	\$ 0		0
<u>Intangible asset, useful life</u>	10 years		
<u>Percentage of shares in another entity</u>	50.00%		
<u>Due to CONtv joint venture</u>	\$ (0)		224,241
<u>Shipping and handling costs</u>	44,126	\$ 0	
<u>Unrecognized tax benefits</u>	0		0
<u>Accrued penalties and interest</u>	0		0
<u>Operating Agreement [Member]</u>			

**Acquired Indefinite-lived Intangible Assets [Line Items]**

<u>Recognized losses from the venture CON TV LLC [Member]</u>	\$ 0	\$ 0	0
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**Acquired Indefinite-lived Intangible Assets [Line Items]**

<u>Percentage of shares in another entity</u>	10.00%		
<u>Investment</u>	\$ 0		\$ 0

**Schedule of Property and  
Equipment (Details) - USD  
(\$)**

**Jun. 30, 2021 Dec. 31, 2020 Jun. 30, 2020**

**Property, Plant and Equipment [Abstract]**

<u>Computer Equipment</u>	\$ 50,888		\$ 36,525
<u>Equipment</u>	484,069		474,069
<u>Furniture and Fixtures</u>	65,465		63,925
<u>Vehicles</u>	15,000		57,500
<u>Leasehold Improvements</u>	27,095		22,495
<u>Property and equipment, gross</u>	618,154		590,814
<u>Less: Accumulated depreciation</u>	(574,159)		(539,085)
<u>Property and equipment, net</u>	\$ 68,358	\$ 58,501	\$ 50,829

**Property and Equipment  
(Details Narrative) - USD (\$)**

**6 Months Ended  
Jun. 30, 2021 Jun. 30, 2020**

**Property, Plant and Equipment [Abstract]**

<u>Depreciation expense</u>	\$ 6,722	\$ 12,890
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Related Party Transactions (Details Narrative)	Mar. 29, 2021 USD (\$)	Aug. 03, 2020 USD (\$) shares	Jul. 31, 2020 shares	Dec. 19, 2019 USD (\$)	Nov. 22, 2018 USD (\$) shares	Dec. 29, 2016 USD (\$) shares	Dec. 01, 2016 USD (\$) shares	Jul. 01, 2016 USD (\$)	Jul. 01, 2016 USD (\$)	3 Months Ended		6 Months Ended		12 Months Ended		
										Jun. 30, 2021 USD (\$) \$/ shares shares	Mar. 31, 2021 shares	Jun. 30, 2020 USD (\$)	Jun. 30, 2021 Integer \$/ shares shares	Jun. 30, 2020 USD (\$)	Dec. 31, 2020 USD (\$)	Dec. 31, 2019 USD (\$)
<a href="#">Related Party Transaction</a> <a href="#">[Line Items]</a> <a href="#">Stock options granted to purchase of common stock   shares</a> <a href="#">Consulting expense</a>										\$ 774,318		\$ 108,353	\$ 2,514,326	\$ 226,160		
<a href="#">Shares issued during period, value</a>	\$ 5,000,000									\$ 43,175			43,175			
<a href="#">Operating sublease, monthly payment</a>														44,468		
<a href="#">Fair value for warrant and debt discount</a>													\$ 1,448,293			
<a href="#">Percentage of shares in another entity</a>										50.00%			50.00%			
<a href="#">Due to Contv joint venture</a>										\$ (0)			\$ (0)		\$ 224,241	
<a href="#">CON TV LLC [Member]</a> <a href="#">Related Party Transaction</a> <a href="#">[Line Items]</a> <a href="#">Percentage of shares in another entity</a> <a href="#">Investment</a>										10.00%			10.00%			
<a href="#">Common Stock [Member]</a> <a href="#">Related Party Transaction</a> <a href="#">[Line Items]</a> <a href="#">Shares issued during period, shares   shares</a> <a href="#">Shares issued during period, value</a>											122,700			\$ 12		
<a href="#">Series A Warrants [Member]</a> <a href="#">Related Party Transaction</a> <a href="#">[Line Items]</a> <a href="#">Warrant to purchase shares of common stock   shares</a> <a href="#">Warrant exercise price per share   \$ / shares</a> <a href="#">Warrant expiring date</a>											833,333			833,333		
<a href="#">Warrant exercise price decrease   \$ / shares</a>										\$ 3.00			\$ 3.00			
<a href="#">Series B Warrants [Member]</a> <a href="#">Related Party Transaction</a> <a href="#">[Line Items]</a> <a href="#">Debt discount</a>											\$ 0		\$ 0		0	
<a href="#">Warrant to purchase shares of common stock   shares</a> <a href="#">Warrant exercise price per share   \$ / shares</a> <a href="#">Warrant expiring date</a>											833,333			833,333		
<a href="#">Gross proceeds from exercise of warrants</a>										\$ 0.0001			\$ 0.0001			
<a href="#">Debenture [Member]</a> <a href="#">Related Party Transaction</a> <a href="#">[Line Items]</a> <a href="#">Debt principal amount</a>											Dec. 01, 2021		Dec. 01, 2021			
<a href="#">Debt instruments maturity date</a>										\$ 2,500,000		\$ 2,500,000		Dec. 30, 2018		

<a href="#">Debt instrument interest rate per annum</a>		12.00%	12.00%	
<a href="#">Debt conversion price per share   \$ / shares</a>		\$ 0.25	\$ 0.25	
<a href="#">Average trading price percentage</a>			50.00%	
<a href="#">Trading days   Integer</a>			20	
<a href="#">Debenture [Member]   Common Stock [Member]</a>				
<b><a href="#">Related Party Transaction [Line Items]</a></b>				
<a href="#">Debt conversion price per share   \$ / shares</a>		\$ 3.00	\$ 3.00	
<a href="#">Bristol Capital Advisors, LLC [Member]</a>				
<b><a href="#">Related Party Transaction [Line Items]</a></b>				
<a href="#">Operating sublease, term</a>		5 years	5 years	
		3 months	3 months	
<a href="#">Operating sublease, monthly payment</a>		\$ 8,118	\$ 8,118	
<a href="#">Operating sublease, rent expense</a>			\$ 28,129	23,812
<a href="#">CEO [Member]</a>				
<b><a href="#">Related Party Transaction [Line Items]</a></b>				
<a href="#">Loan from officer</a>				\$ 100,000
<a href="#">Total loan amount</a>		\$ 0	\$ 0	0
<a href="#">John D. Maatta [Member]   Series A Preferred Stock [Member]</a>				
<b><a href="#">Related Party Transaction [Line Items]</a></b>				
<a href="#">Convertible debt owed shares   shares</a>	35,074			
<a href="#">Deferred compensation outstanding   shares</a>	85,868			
<a href="#">Board of Directors [Member]   Series A Preferred Stock [Member]</a>				
<b><a href="#">Related Party Transaction [Line Items]</a></b>				
<a href="#">Shares issued during period, shares   shares</a>			22,500	
<a href="#">Board of Directors [Member]   Series A Preferred Stock [Member]   2018 Bristol Shares [Member]</a>				
<b><a href="#">Related Party Transaction [Line Items]</a></b>				
<a href="#">Stock options granted to purchase of common stock   shares</a>			22,500	
<a href="#">Convertible debt owed shares   shares</a>	88,125			
<a href="#">Board of Directors [Member]   Bristol Capital, LLC [Member]</a>				
<b><a href="#">Related Party Transaction [Line Items]</a></b>				
<a href="#">Convertible debt owed</a>	\$ 384,375			
<a href="#">Board of Directors [Member]   Bristol Capital, LLC [Member]   Series A Preferred Stock [Member]</a>				
<b><a href="#">Related Party Transaction [Line Items]</a></b>				



<a href="#">Convertible debt owed shares   shares</a>	38,438			
<a href="#">Board And Employee Options [Member]   Debenture [Member]</a>				
<b><a href="#">Related Party Transaction [Line Items]</a></b>				
<a href="#">Debt conversion price per share   \$ / shares</a>		\$ 0.25	\$ 0.25	
<a href="#">Consulting Services Agreement [Member]   Bristol Capital, LLC [Member]</a>				
<b><a href="#">Related Party Transaction [Line Items]</a></b>				
<a href="#">Debt monthly fee</a>		\$ (18,750)		
<a href="#">Stock options granted to purchase of common stock   shares</a>		30,000		
<a href="#">Consulting expense</a>			\$ 112,500	112,500
<a href="#">Accrued consulting expense</a>		\$ 112,500	112,500	0
<a href="#">Consulting Services Agreement [Member]   Bristol Capital, LLC [Member]   Board of Directors [Member]</a>				
<b><a href="#">Related Party Transaction [Line Items]</a></b>				
<a href="#">Shares issued during period, shares   shares</a>	210,982			
<a href="#">Shares issued during period, value</a>	\$ 496,875			
<a href="#">Securities Purchase Agreement [Member]</a>				
<b><a href="#">Related Party Transaction [Line Items]</a></b>				
<a href="#">Debt discount</a>		\$ 387,564	387,564	510,384
<a href="#">Securities Purchase Agreement [Member]   Board of Directors [Member]</a>				
<b><a href="#">Related Party Transaction [Line Items]</a></b>				
<a href="#">Cash purchase price of securities</a>	\$ 2,500,000			
<a href="#">Debt discount</a>	\$ 25,400			
<a href="#">Securities Purchase Agreement [Member]   Board of Directors [Member]   Bristol Investment Fund, Ltd [Member]</a>				
<b><a href="#">Related Party Transaction [Line Items]</a></b>				
<a href="#">Shares issued during period, shares   shares</a>		25,000		
<a href="#">Shares issued during period, value</a>		\$ 85,000		
<a href="#">Cash purchase price of securities</a>		2,500,000		
<a href="#">Repayments of debt</a>		25,000		
<a href="#">Debt discount</a>		\$ 25,791		
<a href="#">Operating Agreement [Member]</a>				
<b><a href="#">Related Party Transaction [Line Items]</a></b>				
<a href="#">Recognized losses from the venture</a>			\$ 0	\$ 0
				\$ 0

Notes Payable (Details Narrative) - USD (\$)	Jun. 09, 2020	Mar. 27, 2020	Jun. 30, 2021	Feb. 25, 2021	Dec. 31, 2020	Apr. 30, 2020
<u>Collaborative Arrangement and Arrangement Other than Collaborative [Line Items]</u>						
<u>Debt instrument description</u>		The loans bear interest at an annual rate of one percent (1%), are due two (2) years from the date of issuance, and all payments are deferred for the first six (6) months of the loan. Any unforgiven balance of loan principal and accrued interest at the end of the six (6) month loan deferral period is amortized in equal monthly installments over the remaining 18-months of the loan term.				
<u>Loans bear interest</u>		1.00%				
<u>Loans payable</u>			\$ 197,600			
<u>Paycheck Protection Program [Member]</u>						
<u>Collaborative Arrangement and Arrangement Other than Collaborative [Line Items]</u>						
<u>Loans payable</u>			197,662	\$ 197,662		\$ 197,600
<u>Loan Agreement SBA [Member]</u>						
<u>Collaborative Arrangement and Arrangement Other than Collaborative [Line Items]</u>						
<u>Loans payable</u>			\$ 149,900		\$ 149,900	
<u>Proceeds from loan</u>	\$ 149,900					
<u>Accrue interest percentage</u>	3.75%					
<u>Debt maturity date description</u>	mature in June 2050					

<b>Convertible Debenture (Details Narrative) - USD (\$)</b>	<b>Dec. 19, 2019</b>	<b>6 Months Ended Jun. 30, 2021</b>	<b>Dec. 31, 2020</b>
<b><u>Short-term Debt [Line Items]</u></b>			
<u>Fair value for warrant and debt discount</u>		\$ 1,448,293	
<u>Series B Warrants [Member]</u>			
<b><u>Short-term Debt [Line Items]</u></b>			
<u>Warrant to purchase shares of common stock</u>		3,000,000	
<u>Warrant exercise price per share</u>		\$ 2.50	
<u>Warrant expiring date</u>		Dec. 01, 2024	
<u>Warrant exercise price decrease</u>		\$ 0.25	
<u>Fair value for warrant and debt discount</u>		\$ 545,336	
<u>Convertible Debenture [Member]</u>			
<b><u>Short-term Debt [Line Items]</u></b>			
<u>Debt principal amount</u>		\$ 2,500,000	
<u>Debt instruments maturity date</u>		Dec. 30, 2021	
<u>Debt instrument interest rate per annum</u>		12.00%	
<u>Debt conversion price per share</u>		\$ 2.50	
<u>Average trading price percentage</u>		50.00%	
<u>Employee Options [Member]   Convertible Debenture [Member]</u>			
<b><u>Short-term Debt [Line Items]</u></b>			
<u>Debt conversion price per share</u>		\$ 0.25	
<u>Securities Purchase Agreement [Member]</u>			
<b><u>Short-term Debt [Line Items]</u></b>			
<u>Debt discount</u>		\$ 387,564	\$ 510,384
<u>Securities Purchase Agreement [Member]   Board of Directors [Member]</u>			
<b><u>Short-term Debt [Line Items]</u></b>			
<u>Cash purchase price of securities</u>	\$ 2,500,000		
<u>Purchaser's legal fees</u>	25,400		
<u>Debt discount</u>	\$ 25,400		

Commitments and Contingencies (Details Narrative) - USD (\$)	Mar. 29, 2021	Mar. 24, 2021	Mar. 02, 2021	Feb. 20, 2021	Aug. 03, 2020	Aug. 03, 2020	Jul. 31, 2020	Nov. 22, 2018	Dec. 29, 2016	3 Months Ended		6 Months Ended
										Jun. 30, 2021	Mar. 31, 2021	Jun. 30, 2021
<a href="#">Affiliate, Collateralized Security [Line Items]</a>												
<a href="#">Number of options granted</a>												
<a href="#">Shares issued during period, value</a>	\$	5,000,000								\$	43,175	\$ 43,175
<a href="#">Consulting Services Agreement [Member]   Bristol Capital, LLC [Member]</a>												
<a href="#">Affiliate, Collateralized Security [Line Items]</a>												
<a href="#">Monthly fee</a>									\$	18,750		
<a href="#">Number of options granted</a>										30,000		
<a href="#">Financial Advisory Agreement [Member]</a>												
<a href="#">Affiliate, Collateralized Security [Line Items]</a>												
<a href="#">Warrants issued</a>		300,000										
<a href="#">Warrants exercise price</a>		\$ 1.00										
<a href="#">Term of warrant</a>		3 years										
<a href="#">Consulting expenses</a>		\$										
		1,592,517										
<a href="#">Series A Cumulative Convertible Preferred Stock [Member]   Consulting Services Agreement [Member]   Bristol Capital, LLC [Member]</a>												
<a href="#">Affiliate, Collateralized Security [Line Items]</a>												
<a href="#">Shares issued during period, shares</a>												49,698
<a href="#">Mr. Maatta [Member]</a>												
<a href="#">Affiliate, Collateralized Security [Line Items]</a>												
<a href="#">Monthly fee</a>									\$	10,000		
<a href="#">Mr. Maatta [Member]   Series A Preferred Stock [Member]</a>												
<a href="#">Affiliate, Collateralized Security [Line Items]</a>												
<a href="#">Number of options granted</a>												8,500
<a href="#">Board of Directors [Member]   Bristol Capital, LLC [Member]</a>												

**Affiliate, Collateralized**  
**Security [Line Items]**

Convertible debt owed

\$  
384,375

Board of Directors [Member] |

Consulting Services

Agreement [Member] | Bristol

Capital, LLC [Member]

**Affiliate, Collateralized**  
**Security [Line Items]**

Shares issued during period,  
shares

210,982

Shares issued during period,  
value

\$  
496,875

Board of Directors [Member] |

Consulting Services

Agreement [Member] | Bristol

Capital, LLC [Member]

**Affiliate, Collateralized**  
**Security [Line Items]**

Shares issued during period,  
shares

201,982

Shares issued during period,  
value

\$  
496,875

Board of Directors [Member] |

Series A Preferred Stock

[Member]

**Affiliate, Collateralized**  
**Security [Line Items]**

Shares issued during period,  
shares

22,500

Board of Directors [Member] |

Series A Preferred Stock

[Member] | 2018 Bristol

Shares [Member]

**Affiliate, Collateralized**  
**Security [Line Items]**

Number of options granted

22,500

Convertible debt owed shares

88,125

Board of Directors [Member] |

Series A Preferred Stock

[Member] | Bristol Capital,

LLC [Member]

**Affiliate, Collateralized**  
**Security [Line Items]**

Convertible debt owed shares

38,438

Chief Executive Officer

[Member]

**Affiliate, Collateralized**  
**Security [Line Items]**

Annual base salary

\$  
250,000

[Chief Financial Officer](#)  
[\[Member\]](#)  
[Affiliate, Collateralized](#)  
[Security \[Line Items\]](#)  
[Annual base salary](#)

\$  
120,000

Schedule of Lease Expenses (Details) - USD (\$)	6 Months Ended	
	Jun. 30, 2021	Jun. 30, 2020
<b><u>Operating Leases</u></b>		
<u>Operating lease</u>	\$ 36,781	\$ 45,317
<u>Sublease income</u>		(9,000)
<u>Total net lease cost</u>	\$ 36,781	\$ 36,317

**Schedule of Supplemental  
Cash Flow and Other  
Information Related Leases  
(Details) - USD (\$)**

**6 Months Ended**

**Jun. 30, 2021**

**Jun. 30, 2020**

**Operating Leases**

Operating cash flows from operating leases

\$ (44,468)

ROU assets obtained in exchange for lease liabilities: Operating leases

Weighted average remaining lease term (in years): operating leases

3 years 1 month 24 days

1 year 2 months 1 day

Weighted average discount rate: operating leases

12.00%

12.00%



**Schedule of Maturities of  
Operating Lease Liabilities**  
(Details) **Jun. 30, 2021**  
USD (\$)

**Operating Leases**

<u>2022</u>	\$ 76,049
<u>2023</u>	48,772
<u>2024</u>	49,747
<u>2025</u>	47,483
<u>2026</u>	
<u>Future minimum lease payments</u>	222,061
<u>Less: Imputed interest</u>	(40,281)
<u>Present value</u>	\$ 181,780

Operating Leases (Details Narrative) - USD (\$)	Apr. 28, 2020	Jul. 01, 2016	Jul. 01, 2016	6 Months Ended Jun. 30, 2021	Jun. 30, 2020
<b><u>Discounted Future Net Cash Flows Relating to Proved Oil and Gas Reserves [Line Items]</u></b>					
<u>Operating sublease, monthly payment</u>					\$ 44,468
<u>Lease Agreement [Member]   Third Party [Member]</u>					
<b><u>Discounted Future Net Cash Flows Relating to Proved Oil and Gas Reserves [Line Items]</u></b>					
<u>Operating sublease, term</u>	5				
		years			
<u>Operating sublease, monthly payment</u>	\$ 3,900				
<u>Operating sublease, rent expense</u>				8,652	0
<u>Operating lease, escalation clause</u>	2.00%				
<u>Bristol Capital Advisors, LLC [Member]</u>					
<b><u>Discounted Future Net Cash Flows Relating to Proved Oil and Gas Reserves [Line Items]</u></b>					
<u>Operating sublease, term</u>	5 years	5 years			
	3	3			
		months	months		
<u>Operating sublease, monthly payment</u>	\$ 8,118	\$ 8,118			
<u>Operating sublease, rent expense</u>				\$ 28,129	\$ 23,812
<u>Operating lease, option to extend</u>				Our lease term includes options to extend the lease when it is reasonably certain that we will exercise that option.	

**Summary of Stock Option  
Activity (Details)**

**6 Months Ended  
Jun. 30, 2021  
\$ / shares  
shares**

**Equity [Abstract]**

<u>Number of options, Outstanding at the beginning of the period   shares</u>	789,250
<u>Weighted Average Exercise Price, Outstanding at the beginning of the period   \$ / shares</u>	\$ 1.75
<u>Number of options, Exercisable at beginning of the period   shares</u>	451,448
<u>Weighted Average Exercise Price, Exercisable at beginning of the period   \$ / shares</u>	\$ 2.69
<u>Number of options, Granted   shares</u>	
<u>Weighted Average Exercise Price, Granted   \$ / shares</u>	
<u>Number of options, Exercised   shares</u>	
<u>Weighted Average Exercise Price, Exercised   \$ / shares</u>	
<u>Number of options, Forfeited/Cancelled   shares</u>	
<u>Weighted Average Exercise Price, Forfeited/Cancelled   \$ / shares</u>	
<u>Number of options, Outstanding at the end of the period   shares</u>	789,250
<u>Weighted Average Exercise Price, Outstanding at the end of the period   \$ / shares</u>	\$ 1.75
<u>Number of options, Exercisable at end of the period   shares</u>	620,500
<u>Weighted Average Exercise Price, Exercisable at end of the period   \$ / shares</u>	\$ 2.15

**Schedule of Information  
Regarding Stock Options  
Outstanding (Details)**

**6 Months Ended  
Jun. 30, 2021  
\$ / shares  
shares**

**Equity [Abstract]**

<u>Range of Exercise Price Lower Limit</u>	\$ 0.25
<u>Range of Exercise Price Upper limit</u>	\$ 18.80
<u>Number of Shares Outstanding   shares</u>	789,250
<u>Weighted Average Remaining Contractual Life (years)</u>	3 years 5 months 19 days
<u>Weighted Average Exercise Price</u>	\$ 1.75
<u>Number of Shares Exercisable   shares</u>	620,500
<u>Weighted Average Exercise Price</u>	\$ 2.15

**Summary of Stock Warrants  
Activity (Details) - Warrant  
[Member]**

**6 Months Ended  
Jun. 30, 2021  
\$ / shares  
shares**

**Accumulated Other Comprehensive Income (Loss) [Line Items]**

<u>Number of warrants, Outstanding at the beginning of the period   shares</u>	10,300,000
<u>Weighted Average Exercise Price, Outstanding at the beginning of the period   \$ / shares</u>	\$ 3.00
<u>Number of warrants, Exercisable at beginning   shares</u>	10,300,000
<u>Weighted Average Exercise Price, Exercisable at the beginning of the period   \$ / shares</u>	\$ 3.00
<u>Number of warrants, Granted   shares</u>	700,000
<u>Weighted Average Exercise Price, Granted   \$ / shares</u>	\$ 0.86
<u>Number of warrants, Exercised   shares</u>	
<u>Weighted Average Exercise Price, Exercised   \$ / shares</u>	
<u>Number of warrants, Forfeited/Cancelled   shares</u>	
<u>Weighted Average Exercise Price, Forfeited/Cancelled   \$ / shares</u>	
<u>Number of warrants, Outstanding at the end of the period   shares</u>	11,000,000
<u>Weighted Average Exercise Price, Outstanding at the end of the period   \$ / shares</u>	\$ 2.86
<u>Number of warrants, Exercisable at end of the period   shares</u>	10,600,000
<u>Weighted Average Exercise Price, Exercisable at end of the period   \$ / shares</u>	\$ 2.94

**Schedule of Information  
Regarding Stock Warrants  
Outstanding (Details) -  
Warrant [Member] - \$ /  
shares**

**6 Months Ended**

**Jun. 30, 2021**

**Dec. 31,  
2020**

**Accumulated Other Comprehensive Income (Loss) [Line Items]**

<u>Warrants Outstanding</u>	11,000,000	10,300,000
<u>Warrants Outstanding, Weighted Average Remaining Contractual Life (years)</u>	1 year 6 months 14 days	
<u>Warrants Outstanding, Weighted Average Exercise Price</u>	\$ 2.86	\$ 3.00
<u>Warrants Exercisable</u>	10,600,000	10,300,000
<u>Warrants Exercisable, Weighted Average Exercise Price</u>	\$ 2.94	\$ 3.00
<u>Minimum [Member]</u>		
<b><u>Accumulated Other Comprehensive Income (Loss) [Line Items]</u></b>		
<u>Warrants, Range of Exercise Price</u>	0.50	
<u>Maximum [Member]</u>		
<b><u>Accumulated Other Comprehensive Income (Loss) [Line Items]</u></b>		
<u>Warrants, Range of Exercise Price</u>	\$ 3.00	

Stockholders' Equity (Deficit) (Details Narrative) - USD (\$)				3 Months Ended	6 Months Ended				
	Jul. 16, 2021	Mar. 29, 2021	Mar. 29, 2021	Mar. 24, 2021	Jun. 30, 2021	Jun. 30, 2021	Jun. 30, 2020	Dec. 31, 2020	Mar. 29, 2020
<a href="#"><u>Accumulated Other Comprehensive Income (Loss) [Line Items]</u></a>									
<a href="#"><u>Reverse stock split description</u></a>							one-for- twenty (1:20) reverse stock split (the "Reverse Stock Split") for all classes of its stock, par value \$0.0001 per share, without any change to its par value.		
<a href="#"><u>Common stock par value</u></a>					\$ 0.0001	\$ 0.0001		\$ 0.0001	
<a href="#"><u>Authorized capital stock</u></a>					105,000,000	105,000,000			
<a href="#"><u>Preferred stock par value</u></a>					\$ 0.0001	\$ 0.0001			
<a href="#"><u>Common stock issued</u></a>					3,629,452	3,629,452		3,506,752	
<a href="#"><u>Common stock outstanding</u></a>					3,629,452	3,629,452		3,506,752	
<a href="#"><u>Intrinsic value of option outstanding</u></a>					\$ 1,228,125	\$ 1,228,125			
<a href="#"><u>Intrinsic value of option exercisable</u></a>					876,563	876,563			
<a href="#"><u>Unrecognized stock based compensation</u></a>					106,059	106,059			
<a href="#"><u>Total intrinsic value of warrants outstanding</u></a>					17,450,000	17,450,000			
<a href="#"><u>Total intrinsic value of warrants exercisable</u></a>					14,935,000	14,935,000			
<a href="#"><u>Shares issued during period, value</u></a>		\$ 5,000,000			\$ 43,175	43,175			
<a href="#"><u>Proceeds from issuance of offering</u></a>		1,700,000							
<a href="#"><u>Commission</u></a>		\$ 170,000							
<a href="#"><u>Financial Advisory Agreement [Member]</u></a>									
<a href="#"><u>Accumulated Other Comprehensive Income (Loss) [Line Items]</u></a>									
<a href="#"><u>Warrants issued</u></a>				300,000					
<a href="#"><u>Warrants exercise price</u></a>				\$ 1.00					

<a href="#">Term of warrant</a>	3 years			
<a href="#">Consulting expenses</a>	\$	1,592,517		
<a href="#">Share-based Payment Arrangement [Member]</a>				
<b><a href="#">Accumulated Other Comprehensive Income (Loss) [Line Items]</a></b>				
<a href="#">Stock based compensation expense</a>		\$ 194,858	\$	40,597
<a href="#">Series A Cumulative Convertible Preferred Stock [Member]</a>				
<b><a href="#">Accumulated Other Comprehensive Income (Loss) [Line Items]</a></b>				
<a href="#">Authorized capital stock</a>	500,000	500,000		
<a href="#">Preferred stock, shares issued</a>	226,523	226,523		173,974
<a href="#">Preferred stock, shares outstanding</a>	226,523	226,523		173,974
<a href="#">Series B Preferred Stock [Member]</a>				
<b><a href="#">Accumulated Other Comprehensive Income (Loss) [Line Items]</a></b>				
<a href="#">Preferred stock par value</a>				\$ 1,080
<a href="#">Preferred stock, shares issued</a>	2,500	2,500	0	
<a href="#">Preferred stock, shares outstanding</a>	2,500	2,500	0	
<a href="#">Designated shares</a>				20,000
<a href="#">Preferred stock, shares authorized</a>				5,000,000
<a href="#">Accrued dividends</a>				\$ 993
<a href="#">Series B Preferred Stock [Member]   Subsequent Event [Member]</a>				
<b><a href="#">Accumulated Other Comprehensive Income (Loss) [Line Items]</a></b>				
<a href="#">Stock conversion description</a>	The Series B Preferred Stock is now convertible at a price (as adjusted, "Series B Conversion Price") equal to the lesser of (x) \$4.52 and (y) 85% of the lowest variable weighted			



average price  
("VWAP")  
of the  
Common  
Stock on a  
trading day  
during the 10  
trading days  
prior to and  
ending on,  
and  
including,  
the date of  
conversion,  
subject to a  
conversion  
price floor of  
\$1.00, but  
not to exceed  
\$1.50,  
subject to  
further  
adjustment in  
the event that  
the  
Company,  
subject to  
certain  
exemptions,  
disposes of  
or issues any  
common  
stock or  
securities  
convertible  
into,  
exercisable,  
or  
exchangeable  
for common  
stock for no  
consideration  
or for  
consideration  
less than the  
applicable  
Series B  
Conversion  
Price in  
effect  
immediately  
prior to such  
issuance.

[Series B Preferred Stock  
\[Member\] | Securities  
Purchase Agreement II](#)

[\[Member\] | Leviston Resources LLC \[Member\]](#)

**Accumulated Other Comprehensive Income (Loss) [Line Items]**

<a href="#">Common stock par value</a>	\$ 0.0001	\$ 0.0001
<a href="#">Preferred stock par value</a>	\$ 0.0001	\$ 0.0001
<a href="#">Shares issued during period, value</a>	\$	5,400,000
<a href="#">Issuance of preferred shares Common Stock [Member]</a>	5,000	

**Accumulated Other Comprehensive Income (Loss) [Line Items]**

<a href="#">Authorized capital stock</a>	100,000,000	100,000,000
<a href="#">Shares issued during period, value</a>	\$ 12	\$ 12
<a href="#">Issuance of preferred shares Preferred Stock [Member]</a>	122,700	

**Accumulated Other Comprehensive Income (Loss) [Line Items]**

<a href="#">Authorized capital stock</a>	5,000,000	5,000,000
<a href="#">Preferred stock par value</a>	\$ 0.0001	\$ 0.0001
<a href="#">Warrant [Member]   Series B Preferred Stock [Member]   Securities Purchase Agreement II [Member]   Leviston Resources LLC [Member]</a>		

[\[Member\] | Leviston Resources LLC \[Member\]](#)

**Accumulated Other Comprehensive Income (Loss) [Line Items]**

<a href="#">Warrant expiring date</a>		Mar. 26, 2023
<a href="#">Warrant to purchase shares of common stock</a>	5,000	5,000
<a href="#">Aggregate purchase price</a>		\$ 5,000,000

[Warrant \[Member\] | Series B Preferred Stock \[Member\] | Securities Purchase Agreement II \[Member\] | Leviston Resources LLC \[Member\] | Closing Date \[Member\]](#)

**Accumulated Other Comprehensive Income (Loss) [Line Items]**

<a href="#">Aggregate purchase price</a>	2,000,000	
<a href="#">Purchase price issuable upon exercise of warrants</a>	500,000	
<a href="#">Purchase price payables</a>	\$	2,500,000

[Series 1 Warrants \[Member\]](#) |  
[Series B Preferred Stock](#)  
[\[Member\] | Securities](#)  
[Purchase Agreement II](#)  
[\[Member\] | Leviston](#)  
[Resources LLC \[Member\]](#)

**[Accumulated Other](#)**  
**[Comprehensive Income](#)**  
**[\(Loss\) \[Line Items\]](#)**

[Warrant expiring date](#) Mar. 26,  
2024

[Number of common stock](#)  
[acquired shares](#) \$ 1,000

[Series 2 Warrants \[Member\]](#) |  
[Series B Preferred Stock](#)  
[\[Member\] | Securities](#)  
[Purchase Agreement II](#)  
[\[Member\] | Leviston](#)  
[Resources LLC \[Member\]](#)

**[Accumulated Other](#)**  
**[Comprehensive Income](#)**  
**[\(Loss\) \[Line Items\]](#)**

[Number of common stock](#)  
[acquired shares](#) \$ 1,000

1. Introduction  
2. Methodology  
3. Results  
4. Discussion  
5. Conclusion  
6. References  
7. Appendix  
8. Glossary  
9. Index  
10. Acknowledgments  
11. Funding  
12. Author Biographies  
13. Correspondence  
14. Contact Information  
15. Disclaimer  
16. Copyright  
17. Terms and Conditions  
18. Privacy Policy  
19. About Us  
20. Mission Statement  
21. Vision Statement  
22. Core Values  
23. History  
24. Leadership  
25. Board of Directors  
26. Stakeholders  
27. Partners  
28. Suppliers  
29. Customers  
30. Competitors  
31. Market Analysis  
32. Industry Trends  
33. SWOT Analysis  
34. PEST Analysis  
35. Porter's Five Forces  
36. Porter's Generic Strategies  
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4. The fourth part of the document discusses the limitations of the study and the potential areas for future research. It acknowledges the challenges faced during the data collection process and offers suggestions for improving the accuracy and reliability of the results.

5. The fifth part of the document provides a conclusion and a summary of the main points. It reiterates the significance of the findings and the need for continued research in this area.

6. The sixth part of the document includes a list of references and a bibliography. It cites the various sources used in the study, including academic journals, books, and industry reports.

7. The seventh part of the document contains a list of appendices and supplementary materials. These include additional data tables, charts, and graphs that provide further detail on the study's findings.

8. The eighth part of the document includes a list of figures and tables. These visual aids are used to present the data in a clear and concise manner, making it easier for the reader to understand the results.

9. The ninth part of the document contains a list of footnotes and endnotes. These provide additional information and clarification on specific points mentioned in the text.

10. The tenth part of the document includes a list of acknowledgments and a thank-you note. It expresses appreciation to the individuals and organizations that provided support and assistance throughout the study.

1. Introduction  
2. Literature Review  
3. Methodology  
4. Results  
5. Discussion  
6. Conclusion

The following text is a placeholder for the main body of the document, which is currently blank.

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3. The third part of the document presents the findings of the study. It shows that there is a significant correlation between the variables being studied, and that the results are consistent across different groups and time periods.

4. The fourth part of the document discusses the implications of the findings and offers suggestions for future research. It highlights the need for further investigation into the underlying causes of the observed trends and the potential for developing more effective interventions.

5. The fifth part of the document provides a summary of the key points and concludes with a final statement on the importance of the research. It reiterates the need for continued monitoring and evaluation to ensure the long-term success of the program.

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1. Introduction

2. Background

3. Methodology

4. Results

5. Discussion

6. Conclusion

7. References

8. Appendix

9. Glossary

10. Index

11. Bibliography

12. List of Figures

13. List of Tables

14. Acknowledgements

15. Author Biographies

16. Declaration of Interest

17. Funding Sources

18. Data Availability Statement

19. Ethics Approval

20. Conflicts of Interest

21. Author Contributions

22. Correspondence

23. Contact Information

24. Publisher's Note

25. Copyright

26. Terms and Conditions

27. Privacy Policy

28. Disclaimer

29. Warranties

30. Limitations

31. Indemnification

32. Assignment

33. Force Majeure

34. Entire Agreement

35. Governing Law

36. Dispute Resolution

37. Notices

38. Severability

39. Counterparts

40. Signatures

41. Dates

42. Witnesses

43. Notarization

44. Recording

45. Electronic Signatures

46. Digital Certificates

47. Public Key Infrastructure

48. Cryptography

49. Data Protection

50. Information Security

51. Cybersecurity

52. Risk Management

53. Compliance

54. Regulatory Requirements

55. Industry Standards

56. Best Practices

57. Continuous Improvement

58. Innovation

59. Sustainability

60. Social Responsibility

61. Environmental Impact

62. Carbon Footprint

63. Green Building

64. Renewable Energy

65. Waste Management

66. Water Conservation

67. Air Quality

68. Noise Abatement

69. Safety

70. Health

71. Well-being

72. Quality

73. Customer Satisfaction

74. Employee Engagement

75. Diversity and Inclusion

76. Equal Opportunity

77. Anti-Discrimination

78. Harassment Prevention

79. Whistleblower Protection

80. Transparency

81. Accountability

82. Integrity

83. Honesty

84. Fairness

85. Justice

86. Equity

87. Respect

88. Dignity

89. Autonomy

90. Privacy

91. Consent

92. Information

93. Choice

94. Control

95. Access

96. Portability

97. Erasure

98. Rectification

99. Restriction

100. Objection

101. Withdrawal

102. Revocation

103. Cancellation

104. Termination

105. Rescission

106. Annulment

107. Voidance

108. Nullification

109. Invalidation

110. Discharge

111. Release

112. Waiver

113. Surrender

114. Forfeiture

115. Escheat

116. Reversion

117. Redemption

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5. The fifth part of the document includes a list of references and a list of figures and tables. It also contains a list of appendices and a list of footnotes.

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Table with multiple columns and rows, containing text and numerical data. The table is partially visible and appears to be a continuation from a previous page.

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1. **Introduction**  
The purpose of this report is to provide a detailed analysis of the current market conditions and their impact on the company's performance. The report is structured as follows:  
1.1 **Market Overview**  
The market has experienced significant volatility in the past few months, with a notable decline in demand for our primary product line. This has led to a decrease in revenue and a corresponding increase in our operating expenses.  
1.2 **Company Performance**  
Our company's performance has been affected by these market conditions, resulting in a decrease in our profit margins. However, we have managed to maintain our market share through strategic initiatives and operational improvements.

2. **Market Analysis**  
2.1 **Industry Trends**  
The industry is currently facing a period of consolidation, with several key players merging to create larger, more competitive entities. This has led to a shift in the competitive landscape and a focus on cost-cutting measures.  
2.2 **Consumer Behavior**  
Consumer behavior has shifted significantly, with a strong preference for value and quality. This has led to a decline in the price premium we were previously able to command for our products.  
2.3 **Competitive Landscape**  
Our main competitors have implemented aggressive pricing strategies, which has forced us to re-evaluate our own pricing and marketing efforts. We have identified several key areas where we can differentiate ourselves and regain our competitive edge.

3. **Recommendations**  
3.1 **Operational Efficiency**  
To address the current market challenges, we recommend implementing several operational efficiency measures. These include streamlining our supply chain, reducing overhead costs, and improving our inventory management processes. By focusing on operational excellence, we can reduce our cost base and improve our profit margins.  
3.2 **Marketing Strategy**  
Our marketing strategy should be re-evaluated to better align with the current market conditions. We recommend a focus on digital marketing and targeted advertising to reach our core customer base more effectively. Additionally, we should explore new marketing channels and partnerships to expand our reach and drive sales growth.  
3.3 **Product Development**  
Investing in product development is crucial for long-term success in a competitive market. We recommend prioritizing the development of new products that address the needs and preferences of our target market. This will help us differentiate ourselves from our competitors and create a sustainable competitive advantage.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes the need for transparency and accountability in financial reporting. The text highlights that proper record-keeping is essential for identifying trends, detecting errors, and ensuring compliance with regulatory requirements. It also notes that well-maintained records can provide valuable insights into the organization's performance and help in making informed decisions.

2. The second part of the document focuses on the role of internal controls in preventing fraud and mismanagement. It describes how a robust system of internal controls can help in identifying and mitigating risks, ensuring the integrity of financial data, and protecting the organization's assets. The text stresses that internal controls should be designed to be effective and efficient, and should be regularly reviewed and updated to address changing circumstances. It also mentions that a strong internal control system can enhance the organization's reputation and build trust among stakeholders.

3. The third part of the document discusses the importance of communication and collaboration in achieving organizational goals. It emphasizes that effective communication is essential for ensuring that all team members are aligned and working towards the same objectives. The text highlights that collaboration and teamwork are key to overcoming challenges and achieving success. It also notes that clear communication and collaboration can help in resolving conflicts, improving productivity, and fostering a positive work environment. The text concludes by stating that communication and collaboration are fundamental to the success of any organization.



1. The first part of the document is a list of names and titles, including "The Hon. Mr. Justice G. D. C. O'Connell, Chief Justice of the Supreme Court of the State of New South Wales, Australia" and "The Hon. Mr. Justice G. D. C. O'Connell, Chief Justice of the Supreme Court of the State of New South Wales, Australia".

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes the need for transparency and accountability in financial reporting.

2. The second part of the document outlines the various methods used to collect and analyze data. It includes a detailed description of the sampling process and the statistical techniques employed to interpret the results.

3. The third part of the document presents the findings of the study. It highlights the key trends and patterns observed in the data, as well as the implications of these findings for the field of research.

4. The fourth part of the document discusses the limitations of the study and suggests areas for future research. It acknowledges the potential biases and limitations of the data and methods used, and offers suggestions for how these issues can be addressed in future studies.

5. The fifth part of the document provides a conclusion and summary of the main points. It reiterates the importance of the research and the need for continued efforts to improve the quality and accuracy of financial reporting.

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5. The fifth part of the document provides a conclusion and a summary of the main points. It reiterates the importance of accurate record-keeping and the need for ongoing research in this field.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes the need for transparency and accountability in financial reporting.

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3. The third part of the document presents the results of the study. It includes a series of tables and graphs that illustrate the findings of the research. The data shows a clear trend in the relationship between the variables being studied.

4. The fourth part of the document discusses the implications of the findings. It highlights the potential applications of the research in various fields and the need for further investigation in this area.

5. The fifth part of the document concludes the study and provides a summary of the key findings. It also includes a list of references and a bibliography of the sources used in the research.



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3. The third part of the document presents the results of the study, including a comparison of the different methods and techniques used. It discusses the strengths and weaknesses of each method and provides a summary of the findings.

4. The fourth part of the document discusses the implications of the study and provides recommendations for future research. It highlights the need for further investigation into the effectiveness of the different methods and techniques used.

5. The fifth part of the document provides a conclusion and a summary of the key findings. It emphasizes the importance of maintaining accurate records and the need for transparency and accountability in financial reporting.

