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8 Attorneys for Debtor in Possession

9 **UNITED STATES BANKRUPTCY COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**
11 **SAN FERNANDO VALLEY DIVISION**

12 *In re*

13 Kast Media Inc.

14 Debtor and
15 Debtor in Possession

) Case No. 1:24-bk-10396-MB

) Chapter 11

) **MOTION OBJECTING TO CLAIM NO.**
) **15 OF X1T, LLC; DECLARATION OF**
) **J'AIME WILLIAMS KERPER;**
) **DECLARATION OF COLIN THOMSON**

) Hearing Information:

) Date: December 17, 2024

) Time: 1:30 p.m.

) Courtroom: 303 and Via Zoomgov

) Video/audio web address:

) <https://cacb.zoomgov.com/j/1604944937>

) ZoomGov meeting number: 160 494

) 4937 Password: 322344 Telephone
) conference lines: 1 (669) 254 5252 or 1
) (646) 828 7666

1 TO THE HONORABLE MARTIN BARASH, UNITED STATES BANKRUPTCY JUDGE;
2 THE OFFICE OF THE U.S. TRUSTEE; CLAIMANT; AND PARTIES IN INTEREST:

3 Kast Media, Inc. (“**Debtor**” or “**Movant**”), debtor and debtor in possession in the
4 above-captioned chapter 11 bankruptcy case, files this Motion (“**Motion**”) objecting to
5 Proof of Claim No. 15 (the “**Claim**”) of the X1T, LLC. (“**Claimant**”). **Claimants receiving**
6 **this Motion should locate their names and claims in the Motion, and read the entire**
7 **Motion, as claimants’ rights may be altered or affected by this Motion.** Please note
8 that the Claim may be subject to other/multiple objections, and Debtor reserves all rights
9 to file further future objections. *This Motion objecting to claims seeks to alter Claimant’s*
10 *rights by modifying the claim based upon the grounds set forth in this Motion, and which*
11 *appears below.*

12 I. INTRODUCTION

13 The Claim should be disallowed in the amount asserted because it is not supported
14 by any evidence, The Debtor terminated its contract with Claimant in late 2021, and,
15 based on the Debtor’s books and records, the balance due to Claimant is \$110,779.
16 Accordingly, the Claim should be reduced to a general unsecured claim in the amount of
17 \$110,779, which is the amount reflected in the Debtor’s accounting as due Claimant.

18 This Motion is made per the U.S. Bankruptcy Code (“**Code**”), 11 U.S.C. § 101 *et*
19 *seq.*, including § 105, § 502 ;¹ Federal Rules of Bankruptcy Procedure (FRBP) 3007 and
20 3012; and Local Bankruptcy Rule (LBR) 3007-1.

21 II. ALPHABETICAL INDEX OF CLAIMANTS, GROUNDS OF OBJECTION AND 22 CROSS-REFERENCES

23 Below is a list of creditor(s) whose claims are subject to this Motion. E.g. FRBP
24 3007(e)(2). A copy of the Claim is attached to the Declaration of J’aime Williams Kerper
25 (“**Kerper Decl.**”) as **Exhibit A**. Additionally, the below table provides the brief grounds for
26 objections, and cross-reference to pages, *infra*, of this Motion describing the objecting
27 _____

28 ¹ Unless otherwise noted, all statutory and section references refer to the U.S. Bankruptcy Code.

1 grounds in greater detail. E.g. FRBP 3007(e)(3). Claimants should note that a claim may
2 be subject to more than one basis for an objection to a claim.

| Claimant | Claimant Address | Claim No.(s) and Date Filed | Amount and Classification | Basis(es) |
|-----------|--|-------------------------------------|--------------------------------|---|
| X1T, LLC. | c/o Asha Dhillon 707 Wilshire Blvd. Suite 3250 Los Angeles, CA 90017 | Claim No. 15; Filed May 21, 2024 | \$1,477,180.00 unsecured claim | Lack of supporting documentation; no basis for claimed amount |

10 **III. STATEMENT OF FACTS**

11 **A. Prepetition**

12 The Debtor is a dynamic podcast production company which creates award-
13 winning content. Specializing in podcasts with potential for second-window opportunities
14 in film and television, the Debtor has several projects currently in film & TV development.
15 See attached Declaration of Colin Thomson (“**Thomson Decl.**”).

16 Prior to its bankruptcy filing, the Debtor’s operations were dramatically affected by
17 downturns in the advertising industry, decreases in revenue and financial stress caused
18 by structured deals with minimum guarantees due on shows that generated insufficient
19 revenue to cover these amounts. See Thomson Decl. This financial stress was
20 exacerbated by pre-petition state court litigation. See Thomson Decl.

21 **B. Bankruptcy Case**

22 The Debtor filed a voluntary petition for relief in the United States Bankruptcy Court
23 for the Central District of California (the “**Bankruptcy Court**”) under chapter 11 of title 11
24 of the United States Bankruptcy Code (“**Bankruptcy Code**” or “**Code**”²) on March 13,
25 2024 (the “**Petition Date**”). The Debtor commenced this subchapter V chapter 11 case in
26

27 _____
28 ² 11 U.S.C. 101 *et seq.* Unless otherwise noted, all statutory references herein shall refer to the Code.

1 good faith, with the intention to establish a plan of reorganization. Debtor continues to
2 manage its estate as debtor-in-possession pursuant to Sections 1107 and 1108 of the
3 Bankruptcy Code. To date, no Committee, Examiner or Trustee has been appointed in
4 Debtor's case other than the subchapter V Trustee.

5 On June 11, 2024, the Debtor filed its *Chapter 11 Plan of Reorganization for*
6 *Subchapter V Debtor* ("**Plan**") [Docket No. 71]. Per Exhibit B to the Plan, the Debtor
7 disputes several of the claims filed in its bankruptcy case, including the Claim(s) at issue
8 here, and stated its intention to object to said claims.

9 **C. The Claim**

10 On May 21, 2024, Claimant filed Proof of Claim No. 15, in the general unsecured
11 amount of \$1,477,180.00. A copy of this Claim is attached to the Kerper Decl. as **Exhibit**
12 **A**. The only documentation attached to the Claim is an Affiliate Agreement ("**Agreement**")
13 dated 4/19/2019. However, the Claim does not present any explanation or evidence to
14 support the amount claimed.

15 Further, the Debtor terminated the Agreement in December 2021. See Thomson
16 Decl. Pursuant to the sunset clause in the Agreement, the Debtor was still required to pay
17 Claimant a percentage of Net Revenue for a 12-month period after the termination. See
18 Agreement section 3.c. The Debtor's books and records show that a total of \$668,802 was
19 due to Claimant under the agreement, of which \$558,023 was paid to Claimant pre-
20 petition, leaving a balance due of \$110,779. See accounting documents attached as
21 **Exhibit B** to the Thomson Decl. Accordingly, if allowed in any amount, the Claim should
22 be reduced to \$110,779.

23 **IV. DISCUSSION**

24 Except in certain instances, inapplicable here, where claims listed on the debtor's
25 schedules are "deemed filed," a creditor must file a proof of claim in order to receive
26 distributions in a bankruptcy case. Fed.R.Bankr.P. 3002(a). If filed, a claim may be
27 allowed unless a party in interest objects, in which event the court, after notice and a
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1 hearing, is required to determine the amount of the claim as of the date of the filing of the
2 petition. Bankruptcy Code § 502(a)-(b).

3 “If the objector produces evidence sufficient to negate the validity of the claim, the
4 ultimate burden of persuasion remains on the claimant to demonstrate by a
5 preponderance of the evidence that the claim deserves to share in the distribution of the
6 debtor’s assets.” In re Pugh, 157 B.R. 898, 901 (B.A.P. 9th Cir. 1993). An objection need
7 only "show facts tending to defeat the claim by probative force equal to that of the
8 allegations of the proofs of claim themselves.” Lundell v. Anchor Constr. Specialists, Inc.
9 (In re Lundell), 223 F.3d 1035, 1040 (9th Cir. 2000). The burden of persuasion is always
10 on the claimant to establish his entitlement to the claim. In re Holm, 931 F.2d 620, 623
11 (9th Cir. 1991).

12 Further, a lack of supporting documentation at a minimum means that the proof of
13 claim no longer constitutes *prima facie* evidence for the validity of a claim. See Heath v.
14 Am. Express Travel Related Servs. Co. (In re Heath), 331 B.R. 424 (B.A.P. 9th Cir. 2005).

15 Here, the Claim should reduced to \$110,779 based on the Debtor’s books and
16 records. The Claim on file is, however, devoid of any evidence to support the amount
17 asserted in the Claim. Accordingly, the Claim should be reduced to a general unsecured
18 claim in the amount of \$110,779 to correspond to the Debtor’s records.

19 **V. NOTE TO CLAIMANTS REGARDING EXHIBITS**

20 **The claim listed herein (Claim No. 15) was filed by the Claimant, and is the**
21 **subject of this Motion.**

22 Per LBR 3007-1, the supplemental evidence supporting this Motion includes the
23 attached Declaration, any exhibits thereto, including the exhibits providing a true and
24 correct copy of the filed Claim subject to this Motion. Additionally, the Debtor is
25 concurrently filing and serving herewith a Notice of Motion Objecting to Claim, setting forth
26 the required notice/disclosures, and hearing information.

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VI. RESERVATION OF RIGHTS

The Movant respectfully reserves all rights to add, amend and/or supplement this Motion or any other objection, especially as new allegations are brought forth by Claimant or any other party. Movant reserves the right to object to the Claim on any and all other available grounds, against any entity. Movant also reserves the right to seek offsets against the Claim based on affirmative claims by the Debtor.

VII. CONCLUSION

Based on the foregoing, Movant respectfully requests that the Court enter an order reducing the Claim #15 to a general unsecured claim in the amount of \$110,779, and providing for any other relief the Court deems just and proper under the circumstances.

Respectfully submitted,

DATED: November 15, 2024

LESLIE COHEN LAW, PC

/s/ Leslie A. Cohen

Leslie A. Cohen
Attorneys for Debtor in Possession

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DECLARATION OF J'AIME WILLIAMS KERPER

I, J'aime Williams Kerper, hereby declare as follows:

1. I am over 18 years of age. I am a member, in good standing, of the Bar of the State of California, and I am admitted to practice before, among other courts, the United States District Court for the Central District of California. I am Junior Partner at Leslie Cohen Law, PC (the "**Firm**") attorneys for the Debtor in Possession in the above-captioned bankruptcy case. Unless otherwise stated, I have personal knowledge or information of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

2. All capitalized works in this declaration shall have the same meaning as defined in the foregoing Motion.

3. A true and correct copy of the Claim, as obtained from the claims register in this chapter 11 case, is attached hereto as **Exhibit A**.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this 15th day of November 2024 at Boise, Idaho.


J'aime Williams Kerper

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DECLARATION OF COLIN THOMSON

I, Colin Thomson, hereby declare as follows:

1. I am over 18 years of age. I am the CEO of Kast Media, Inc., the Debtor and Debtor-in-Possession (“**Debtor**”) in the above-captioned bankruptcy case. Unless otherwise stated, I have personal knowledge or information of the facts set forth herein and, if called as a witness, could and would testify competently thereto. Where statements are made upon information and belief, I believe them to be true and correct.

2. I make this Declaration in support of the foregoing Motion (“**Motion**”). Where terms are capitalized herein, they shall have the same meaning as defined in the Motion.

3. The Debtor is a dynamic podcast production company which creates award-winning content. Specializing in podcasts with potential for second-window opportunities in film and television, the Debtor has several projects currently in film & TV development.

4. Prior to its bankruptcy filing, the Debtor’s operations were dramatically affected by downturns in the advertising industry, decreases in revenue and financial stress caused by structured deals with minimum guarantees due on shows that generated insufficient revenue to cover these amounts. This financial stress was exacerbated by pre-petition state court litigation.

5. The Debtor terminated the Agreement with Claimant in December 2021.

6. The Debtor’s financial books and records are maintained under my supervision in the ordinary course of Debtor’s business, including the accounting documents attached as **Exhibit B** showing that the amount due to Claimant is \$110,779.

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1 I declare under penalty of perjury under the laws of the United States of America
2 that the foregoing is true and correct.

3 Executed on this 15th day of November 2024 at St. Louis, Missouri

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6 Colin Thomson
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EXHIBIT A

Fill in this information to identify the case:

Debtor 1 Kast Media, LLC

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: Central District of California

Case number 1:24-bk-10396-MB

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor? X1T, LLC
 Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

| 3. Where should notices and payments to the creditor be sent? | Where should notices to the creditor be sent? | Where should payments to the creditor be sent? (if different) |
|---|---|---|
| Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) | <u>Asha Dhillon</u> Name | _____ Name |
| | <u>707 Wilshire Blvd., Suite 3250</u> Number Street | _____ Number Street |
| | <u>Los Angeles CA 90017</u> City State ZIP Code | _____ City State ZIP Code |
| | Contact phone <u>(213) 373-5502</u> | Contact phone _____ |
| | Contact email <u>adhillon@turnerdhillon.com</u> | Contact email _____ |
| | Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____ | |

4. Does this claim amend one already filed?
 No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
 MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
 No
 Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 1,477,180.00. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as health care information.
 Affiliate Agreement

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? No Yes. Check one:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

| | Amount entitled to priority |
|---|-----------------------------|
| <input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | \$ _____ |
| <input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | \$ _____ |
| <input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | \$ _____ |
| <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | \$ _____ |
| <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | \$ _____ |
| <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. | \$ _____ |

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.
 I am the creditor's attorney or authorized agent.
 I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
 I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 05/21/2024
MM / DD / YYYY



 Signature

Print the name of the person who is completing and signing this claim:

Name Asha Dhillon
First name Middle name Last name

Title Attorney

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 707 Wilshire Blvd., Suite 3250
Number Street

Los Angeles CA 90017
City State ZIP Code

Contact phone (213) 373-5502 Email adhillon@turnerdhillon.com

ATTACHMENT

FFILIAATE AGREEMENT

KAST MEDIA LLC

This agreement for affiliate services (the “Agreement”), is between Kast Media LLC (“Kast Media”), a California limited liability company, and X1T, LLC. (the “Affiliate”). Each of Kast Media and the Affiliate may be referred to as a Party, or, collectively, as Parties. Any references to the Affiliate include any of its affiliates, whether existing currently or in the future.

In consideration for the mutual covenants in this Agreement, Kast Media and the Affiliate agree as follows:

1. **Referred Clients.** Affiliate may, from time to time, and in its sole discretion, refer to Kast Media certain clients (the “Referred Clients”, and, each individually, a “Referred Client”). Such Referred Clients include, but are not limited to, influential persons, personalities, or businesses as well as any persons or concepts, including spin-offs, that can be reasonably determined to have originated from and dependent on the relationships initiated between Kast Media and Referred Client(s). Kast Media may, in its sole discretion, choose to accept, reject, or terminate any engagement with a Referred Client at any time. Affiliate shall use good faith efforts to source potential Referred Clients.
2. **Referral Compensation.**
 - a. **Amount.** Kast Media shall compensate the Affiliate in the form of twenty-five percent (25%) of the percentage of Net Revenue (defined below) retained by Kast Media according to each specific Referred Client agreement, generated by Referred Clients of the Affiliate.
 - i. “Net Revenue” shall mean the total revenues received by Kast Media (including any of its affiliates, agents, or third parties engaged by Kast Media) directly connected to the services Kast Media provides for a Referred Client, less any sales commissions, and less production costs not covered by Kast Media. For the avoidance of doubt, Net Revenue shall be revenue calculated on a net, not gross, basis as received by Kast Media. The agreements between Kast Media and any Referred Clients may define Net Revenue and Net Ad Revenue differently, and such different definition shall control and supersede the definition in this Agreement, as applicable. For clarification, Net Revenue shall include any/all revenues that result from Kast’s engagement(s) with a Referred Client.
 - b. **Payment.** Kast Media shall pay the Affiliate the amounts due under this Agreement within thirty (30) days following the end of a month in which Kast Media has received advertising revenue that would be included in Net Revenue.

3. Term.

- a. Term. This Agreement shall be effective until terminated pursuant to Section 3(b).
- b. Termination. Kast Media may terminate this Agreement immediately upon notice to the Affiliate if it (i) Affiliate engages in fraudulent, activity related to this Agreement, (ii) the Affiliate breaches any provision, in part or in whole, of Section 5 of this Agreement, (iii) or the Affiliate violates any laws.
- c. Sunset. Upon termination of this Agreement as described in Section 3(b) or otherwise, the Compensation Percentage shall be reduced to twenty percent (20%) of Net Revenue retained by Kast Media according to each specific agreement for the period of six (6) months immediately following such termination (the “First Sunset Period”), and thereafter reduced to fifteen percent (15%) of Net Revenue retained by Kast Media according to each specific agreement for a period of six (6) months immediately following the First Sunset Period (the “Second Sunset Period”). Following the Second Sunset Period, the Compensation Percentage shall be zero (0).

4. Representations.

- a. Authority & Right. Affiliate represents and warrants that it has the right to enter into this Agreement, and that its services under this Agreement will not conflict with any other agreement or violate any law in any jurisdiction.
- b. Good Faith Referrals. Affiliate represents that it will only source potential Referred Clients that Affiliate, in good faith, believes are legitimate and that Affiliate has no reason to suspect are or may be fraudulent, negligent, or act or fail to act in any way that would be detrimental to Kast Media.

5. Confidentiality.

- a. Confidential. All knowledge and information related to this Agreement that is not available to the public is confidential, whether acquired before, during, or after the term of this Agreement. Such confidential information shall not be used, disclosed, or made available to others, directly or indirectly, for any purpose without the prior, written approval of Kast Media. If Affiliate is required by law to disclose such information, it shall give Kast Media fifteen (15) days’ prior written notice of such disclosure. Confidential information shall cease to be confidential if: (i) it is disclosed by Kast Media, (ii) becomes public knowledge through no act or failure to act of the Affiliate, or (iii) lawfully is made public by a third party. It is understood that Affiliate is engaged in the negotiation, sales and promotion of Kast and that information disclosed for the purposes of these activities and disclosed in joint meetings, calls and emails shall not be considered a breach of this Agreement or require written approvals or notices.

- b. Materials. Upon Kast Media's request, Affiliate shall return or destroy all documents or materials related to this Agreement that were provided to Affiliate by Kast Media.
- c. Injunctive Relief. Any breach of this Section 5 would cause irreparable harm, and Kast Media is entitled to injunctive relief in such situation.

6. Miscellaneous.

- a. Intellectual Property. For purposes of this Section 6(a), "IP" shall include, but not be limited to, any and all copyrights, trademarks, patents, and similar proprietary rights in any applicable jurisdiction, whether reduced to practice or not. Affiliate shall have no right to any IP created by Kast Media, Referred Clients or potential Referred Clients that relates to or arises under any agreement or services provided between a Referred Client and Kast Media unless such rights are negotiated with Kast, Referred Clients or potential Referred Clients.
- b. Independent Contractor. Affiliate is an independent contractor. This Agreement creates no employment relationship, joint venture, right to profits, or similar relationship between the Affiliate and Kast Media. Affiliate will not receive the benefits that Kast Media provides to employees. Affiliate understands that Kast Media will not withhold any income, Social Security, or other taxes from its compensation.
- c. Indemnification & Exculpation. Affiliate shall indemnify, defend and hold harmless Kast Media for all costs and expenses (including legal fees) related to any suit, claim, proceeding, or adjudicative matter brought against Kast Media based on a claim arising out of the good and services related to this Agreement, as well as any goods or services directly or indirectly resulting from this Agreement (including, but not limited to, any claims of libel, defamation, or intellectual property infringement). Affiliate shall notify Kast Media immediately of any such suit, claim, or proceeding, and give Kast Media authority, information, and assistance (at Affiliate's expense) for the defense of such suit, claim, or proceeding, and Affiliate shall pay all damages and costs awarded in any such suit, claim, or proceeding.
- d. Notice. Notices pursuant to this Agreement may be made by letter, email, fax, or any other method approved by Kast Media. A notice shall be considered effective when received.
- e. Consent. Any and all consent that is required from Affiliate under this Agreement shall not be reasonably withheld.
- f. Governing Law. This Agreement shall be governed by the laws of California, without regard to conflict of laws.
- g. Arbitration. Any dispute related to this Agreement shall be resolved through arbitration, the manner of which is to be selected at the sole discretion of Kast Media.

- h. Amendment. This Agreement may be amended only by written consent of Kast Media and the Affiliate.
- i. Assignment. Affiliate shall not assign or transfer any of its rights or obligations, in part or in whole, under this Agreement without the prior written consent of Kast Media. Kast Media may assign or transfer any of its rights or obligations, in part or in whole, without the prior approval of Affiliate. This Agreement will be binding on any and all successors.
- j. Counterparts. This Agreement may be executed in counterparts.
- k. Severability. If any term of this Agreement, in part or in whole, is held unenforceable in any jurisdiction, such unenforceability shall not affect any other term of this Agreement in any other jurisdiction.
- l. Entire Understanding. This Agreement constitutes the entire understanding and agreement between Affiliate and Kast Media related to the matters contained in it. This Agreement supersedes all prior understandings and agreements, whether written or oral with respect to such matters.
- m. Survival. Section 5 shall survive the termination of this Agreement.

THIS AGREEMENT IS HEREBY ENTERED INTO AS OF 4/19/2019 BY
AND BETWEEN:

KAST MEDIA LLC

XIT, LLC

By: Colin Thomson
Name: Colin Thomson
Title: CEO

By: Wesley Stevens
Name: Wesley R. Stevens
Title: CEO

EXHIBIT B

Kast Media
X1T Summary
April 2019 - June 2023

INPUT

| Year | Show Name | Ad Revenue | Programmatic Revenue | Merchandise Revenue | Patreon Revenue | Live Event Revenue | Total Gross Revenue | Reductions | Minimum Guarantee | Net Revenue | Kast % | Kast Portion | X1T % | X1T Portion |
|-------------------|-----------------------------------|------------------|----------------------|---------------------|-----------------|--------------------|---------------------|----------------|-------------------|------------------|--------|----------------|-------|----------------|
| 2019 | #MOMSOHARD | - | - | - | - | - | - | - | - | - | 30% | - | 25% | - |
| 2019 | ADHD | 10,008 | 439 | - | - | - | 10,447 | - | - | 10,447 | 30% | 3,134 | 25% | 784 |
| 2019 | Advice from a F*ckboy | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2019 | All Things Vanderpump | - | - | - | - | - | - | - | - | - | 30% | - | 25% | - |
| 2019 | And That's Why We Drink | - | - | - | - | - | - | - | - | - | 20% | - | 25% | - |
| 2019 | Dating Straight | 850 | 149 | - | - | - | 999 | - | - | 999 | 30% | 300 | 25% | 75 |
| 2019 | Don't Say with Paul and Dave | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2019 | Fear & Maling | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2019 | Hello Lovers and Friends | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2019 | How U Livin with J. Piven | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2019 | I Don't Know About That | - | - | - | - | - | - | - | - | - | 20% | - | 25% | - |
| 2019 | LaunchLeft | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2019 | Lightning Bugs | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2019 | Livin' Large | 7,683 | 673 | - | - | - | 8,356 | - | - | 8,356 | 30% | 2,507 | 25% | 627 |
| 2019 | Metaphysical Milkshake | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2019 | Mindset Mentor | 28,395 | 483 | - | - | - | 28,878 | - | - | 28,878 | 30% | 8,664 | 25% | 2,166 |
| 2019 | Nervous Rex | - | 1,414 | - | - | - | 1,414 | - | - | 1,414 | 30% | 424 | 25% | 106 |
| 2019 | Nightly Night | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2019 | No Chaser with Tim Delaghetto | 52,248 | 3,773 | - | - | - | 56,021 | - | - | 56,021 | 30% | 16,806 | 25% | 4,202 |
| 2019 | On Brand with Donny Deutsch | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2019 | On Purpose with Jay Shetty | 618,097 | 27,459 | - | - | - | 645,556 | - | - | 645,556 | 30% | 193,667 | 25% | 48,417 |
| 2019 | Second in Command - AVEEP Rewatch | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2019 | Short Story Long | 8,062 | 1,960 | - | - | - | 10,022 | - | - | 10,022 | 30% | 3,007 | 25% | 752 |
| 2019 | Shut Up and Listen | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2019 | Slumber Party with Tess Holiday | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2019 | Strictly Stalking | - | - | - | - | - | - | - | - | - | 30% | - | 25% | - |
| 2019 | Swing Left | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2019 | The Friendship Onion | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2019 | The Marianne Williamson Podcast | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2019 | The Sarah Silverman Podcast | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2019 | The Viall Files | 226,849 | 25,597 | - | - | - | 252,446 | - | - | 252,446 | 30% | 75,734 | 25% | 18,933 |
| 2019 | Too Tired To Be Crazy | 13,229 | 2,987 | - | - | - | 16,215 | - | - | 16,215 | 30% | 4,865 | 25% | 1,216 |
| 2019 Total | | 965,420 | 64,935 | - | - | - | 1,030,355 | - | - | 1,030,355 | - | 309,106 | - | 77,277 |
| 2020 | #MOMSOHARD | 85,253 | 1,277 | - | - | - | 86,530 | 13,935 | - | 72,595 | 30% | 21,778 | 25% | 5,445 |
| 2020 | ADHD | - | - | - | - | - | - | - | - | - | 30% | - | 25% | - |
| 2020 | Advice from a F*ckboy | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2020 | All Things Vanderpump | 20,868 | 490 | - | - | - | 21,357 | 15,601 | - | 5,757 | 30% | 1,727 | 25% | 432 |
| 2020 | And That's Why We Drink | 370,903 | 10,244 | - | - | - | 381,147 | 194,171 | - | 186,976 | 20% | 37,395 | 25% | 9,349 |
| 2020 | Dating Straight | 70,680 | 3,120 | - | 6,844 | - | 80,644 | 2,500 | - | 78,144 | 30% | 23,443 | 25% | 5,861 |
| 2020 | Don't Say with Paul and Dave | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2020 | Fear & Maling | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2020 | Hello Lovers and Friends | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2020 | How U Livin with J. Piven | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2020 | I Don't Know About That | 21,510 | 2,305 | - | - | - | 23,815 | - | - | 23,815 | 20% | 4,763 | 25% | 1,191 |
| 2020 | LaunchLeft | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2020 | Lightning Bugs | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2020 | Livin' Large | - | - | - | - | - | - | - | - | - | 30% | - | 25% | - |
| 2020 | Metaphysical Milkshake | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2020 | Mindset Mentor | 307,880 | 27,679 | - | - | - | 335,559 | - | - | 335,559 | 30% | 100,668 | 25% | 25,167 |
| 2020 | Nervous Rex | - | - | - | - | - | - | - | - | - | 30% | - | 25% | - |
| 2020 | Nightly Night | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2020 | No Chaser with Tim Delaghetto | 179,353 | 8,702 | - | - | - | 188,055 | - | - | 188,055 | 30% | 56,417 | 25% | 14,104 |
| 2020 | On Brand with Donny Deutsch | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2020 | On Purpose with Jay Shetty | 1,519,595 | 98,799 | - | - | - | 1,618,393 | - | - | 1,618,393 | 30% | 485,518 | 25% | 121,379 |
| 2020 | Second in Command - AVEEP Rewatch | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2020 | Short Story Long | - | - | - | - | - | - | - | - | - | 30% | - | 25% | - |
| 2020 | Shut Up and Listen | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2020 | Slumber Party with Tess Holiday | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2020 | Strictly Stalking | 17,710 | 4,234 | - | - | - | 21,944 | 3,466 | - | 18,478 | 30% | 5,544 | 25% | 1,386 |
| 2020 | Swing Left | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2020 | The Friendship Onion | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2020 | The Marianne Williamson Podcast | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2020 | The Sarah Silverman Podcast | - | - | - | - | - | - | 168,750 | - | (168,750) | 0% | - | 25% | - |
| 2020 | The Viall Files | 729,175 | 65,785 | 3,191 | - | - | 798,151 | - | - | 798,151 | 30% | 239,445 | 25% | 59,861 |
| 2020 | Too Tired To Be Crazy | 11,696 | 959 | - | - | - | 12,655 | - | - | 12,655 | 30% | 3,797 | 25% | 949 |
| 2020 Total | | 3,334,621 | 223,593 | 3,191 | 6,844 | - | 3,568,250 | 229,672 | 168,750 | 3,169,828 | - | 980,494 | - | 245,124 |
| 2021 | #MOMSOHARD | 47,541 | 405 | - | - | - | 47,946 | - | - | 47,946 | 30% | 14,384 | 25% | 3,596 |
| 2021 | ADHD | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2021 | Advice from a F*ckboy | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2021 | All Things Vanderpump | 23,124 | 1,349 | - | - | - | 24,473 | 7,165 | - | 17,308 | 30% | 5,192 | 25% | 1,298 |
| 2021 | And That's Why We Drink | 1,331,224 | 38,729 | - | - | - | 1,369,953 | - | - | 1,369,953 | 20% | 273,991 | 25% | 68,498 |
| 2021 | Dating Straight | 29,950 | 806 | 805 | 4,407 | - | 35,968 | - | - | 35,968 | 30% | 10,790 | 25% | 2,698 |
| 2021 | Don't Say with Paul and Dave | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2021 | Fear & Maling | 14,875 | - | - | - | - | 14,875 | - | - | 14,875 | 50% | 7,438 | 25% | 1,859 |
| 2021 | Hello Lovers and Friends | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2021 | How U Livin with J. Piven | 64,240 | 1,421 | - | - | - | 65,661 | - | - | 65,661 | 30% | 19,698 | 25% | 4,925 |
| 2021 | I Don't Know About That | 197,857 | 8,347 | - | - | 5,056 | 211,260 | - | - | 211,260 | 20% | 42,252 | 25% | 10,563 |
| 2021 | LaunchLeft | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2021 | Lightning Bugs | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2021 | Livin' Large | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2021 | Metaphysical Milkshake | 122,910 | 1,731 | - | - | - | 124,641 | 65,625 | - | 59,016 | 30% | 17,705 | 25% | 4,426 |
| 2021 | Mindset Mentor | 1,122,239 | 5,742 | - | - | - | 1,127,980 | 56,250 | - | 1,071,730 | 30% | 314,309 | 25% | 78,577 |
| 2021 | Nervous Rex | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2021 | Nightly Night | 68,200 | 1,008 | - | - | - | 69,208 | 105,000 | - | (35,792) | 30% | - | 25% | - |
| 2021 | No Chaser with Tim Delaghetto | 293,556 | 8,335 | - | - | - | 301,891 | 66,667 | 83,333 | 151,891 | 30% | 73,957 | 25% | 18,489 |
| 2021 | On Brand with Donny Deutsch | 134,426 | 1,389 | - | - | - | 135,816 | - | - | 135,816 | 30% | 40,745 | 25% | 10,186 |
| 2021 | On Purpose with Jay Shetty | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2021 | Second in Command - AVEEP Rewatch | 25,500 | 54 | - | - | - | 25,554 | 23,438 | - | 2,117 | 30% | 635 | 25% | 159 |
| 2021 | Short Story Long | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2021 | Shut Up and Listen | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2021 | Slumber Party with Tess Holiday | - | 112 | - | - | - | 112 | - | - | 112 | 30% | 34 | 25% | 8 |
| 2021 | Strictly Stalking | 127,460 | 7,995 | - | - | - | 135,455 | - | - | 135,455 | 30% | 40,637 | 25% | 10,159 |
| 2021 | Swing Left | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2021 | The Friendship Onion | 279,614 | 8,481 | 14,758 | - | - | 302,853 | 14,917 | - | 287,936 | 30% | 86,381 | 25% | 21,595 |
| 2021 | The Marianne Williamson Podcast | - | 666 | - | - | - | 666 | - | - | 666 | 30% | 200 | 25% | 50 |
| 2021 | The Sarah Silverman Podcast | 562,379 | 11,579 | - | - | - | 573,957 | 675,000 | - | (101,043) | 30% | - | 25% | - |
| 2021 | The Viall Files | 30,302 | 2,375 | 396 | - | - | 33,073 | 850,000 | - | (816,927) | 30% | - | 25% | - |
| 2021 | Too Tired To Be Crazy | - | - | - | - | - | - | - | - | - | 0% | - | 25% | - |
| 2021 Total | | 4,475,396 | 100,524 | 15,960 | 4,407 | 5,056 | 4,601,343 | 88,749 | 1,858,646 | 2,653,948 | - | 948,346 | - | 237,086 |
| 2022 | #MOMSOHARD | - | - | - | - | - | - | - | - | - | 0% | - | 17.5% | - |
| 2022 | ADHD | - | - | - | - | - | - | - | - | - | 0% | - | 17.5% | - |
| 2022 | Advice from a F*ckboy | - | - | - | - | - | - | - | - | - | 0% | - | 17.5% | - |
| 2022 | All Things Vanderpump | - | 372 | - | - | - | 372 | - | - | 372 | 30% | 112 | 17.5% | 20 |
| 2022 | And That's Why We Drink | - | - | - | - | - | - | - | - | - | 0% | - | 17.5% | - |
| 2022 | Dating Straight | - | 97 | - | - | - | 97 | - | - | 97 | 30% | 29 | 17.5% | 5 |
| 2022 | Don't Say with Paul and Dave | - | 5 | - | - | - | 5 | - | - | 5 | 30% | 1 | 17.5% | 0 |
| 2022 | Fear & Maling | 11,000 | - | - | - | - | 11,000 | - | - | 11,000 | 50% | 5,500 | 17.5% | 963 |
| 2022 | Hello Lovers and Friends | - | - | - | - | - | - | - | - | - | 0% | - | 17.5% | - |
| 2022 | How U Livin with J. Piven | 7,500 | 587 | - | - | - | 8,087 | 420 | - | 7,667 | 30% | 2,300 | 17.5% | 403 |
| 2022 | I Don't Know About That | 191,614 | 6,016 | 2,863 | - | - | 200,493 | - | - | 200,493 | 20% | 40,099 | 17.5% | 7,017 |

| | | | | | | | | | | | | | |
|--------------------|------------------------------------|-------------------|----------------|---------------|---------------|------------------|-------------------|------------------|------------------|------------------|------------------|-------|----------------|
| 2022 | LaunchLeft | - | - | - | - | - | - | - | 0% | - | 17.5% | - | |
| 2022 | Lightning Bugs | - | 253 | - | - | 253 | - | 253 | 30% | 76 | 17.5% | 13 | |
| 2022 | Linin' Large | - | - | - | - | - | - | - | 0% | - | 17.5% | - | |
| 2022 | Metaphysical Milkshake | 130,293 | 4,156 | - | - | 134,449 | 6,470 | 104,219 | 23,761 | 30% | 7,128 | 17.5% | 1,247 |
| 2022 | Mindset Mentor | 1,603,868 | - | - | - | 1,603,868 | - | 225,000 | 1,378,868 | 25% | 344,717 | 17.5% | 60,325 |
| 2022 | Nervous Rex | - | 17 | - | - | 17 | - | - | 17 | 30% | 5 | 17.5% | 1 |
| 2022 | Nightly Night | 128,277 | 678 | - | - | 128,955 | 8,282 | 283,333 | (162,660) | 50% | - | 17.5% | - |
| 2022 | No Chaser with Tim Delaghetto | 336,343 | 5,450 | - | - | 341,793 | - | 200,000 | 141,793 | 50% | 70,896 | 17.5% | 12,407 |
| 2022 | On Brand with Donny Deutsch | 83,648 | 1,605 | - | - | 85,253 | 480 | - | 84,773 | 30% | 25,432 | 17.5% | 4,451 |
| 2022 | On Purpose with Jay Shetty | - | - | - | - | - | - | - | - | 0% | - | 17.5% | - |
| 2022 | Second in Command - A VEEP Rewatch | 18,778 | 223 | - | - | 19,001 | - | 39,063 | (20,061) | 30% | - | 17.5% | - |
| 2022 | Short Story Long | - | - | - | - | - | - | - | - | 0% | - | 17.5% | - |
| 2022 | Shut Up and Listen | - | - | - | - | - | - | - | - | 0% | - | 17.5% | - |
| 2022 | Slumber Party with Tess Holiday | - | 14 | - | - | 14 | - | - | 14 | 30% | 4 | 17.5% | 1 |
| 2022 | Strictly Stalking | - | - | - | - | - | - | - | - | 0% | - | 17.5% | - |
| 2022 | Swing Left | - | - | - | - | - | - | - | - | 0% | - | 17.5% | - |
| 2022 | The Friendship Onion | 433,084 | 4,701 | 14,922 | - | 452,707 | 38,084 | - | 414,623 | 30% | 124,387 | 17.5% | 21,768 |
| 2022 | The Marianne Williamson Podcast | - | - | - | - | - | - | - | - | 0% | - | 17.5% | - |
| 2022 | The Sarah Silverman Podcast | 463,790 | 5 | - | - | 463,795 | 86,524 | 616,250 | (238,979) | 30% | - | 17.5% | - |
| 2022 | The Viall Files | 884,646 | 100,933 | 4,943 | - | 990,522 | 127,280 | 850,000 | 13,242 | 30% | 3,973 | 17.5% | 695 |
| 2022 | Too Tired To Be Crazy | 1 | - | - | - | 1 | - | - | 1 | 30% | 0 | 17.5% | 0 |
| 2022 Total | | 4,292,842 | 125,113 | 22,728 | | 4,440,683 | 267,540 | 2,317,865 | 1,855,279 | | 624,659 | | 109,315 |
| 2023 | #MOMSOHARD | - | - | - | - | - | - | - | - | 0% | - | 0% | - |
| 2023 | ADHD | - | - | - | - | - | - | - | - | 0% | - | 0% | - |
| 2023 | Advice from a F*ckboy | - | - | - | - | - | - | - | - | 0% | - | 0% | - |
| 2023 | All Things Vanderpump | - | - | - | - | - | - | - | - | 30% | - | 0% | - |
| 2023 | And That's Why We Drink | - | - | - | - | - | - | - | - | 0% | - | 0% | - |
| 2023 | Dating Straight | - | - | - | - | - | - | - | - | 30% | - | 0% | - |
| 2023 | Don't Say with Paul and Dave | - | - | - | - | - | - | - | - | 30% | - | 0% | - |
| 2023 | Fear & Malidng | - | - | - | - | - | - | - | - | 50% | - | 0% | - |
| 2023 | Hello Lovers and Friends | - | - | - | - | - | - | - | - | 0% | - | 0% | - |
| 2023 | How U Livin with J. Piven | - | - | - | - | - | - | - | - | 30% | - | 0% | - |
| 2023 | I Don't Know About That | - | - | - | - | - | - | - | - | 20% | - | 0% | - |
| 2023 | LaunchLeft | - | - | - | - | - | - | - | - | 0% | - | 0% | - |
| 2023 | Lightning Bugs | - | - | - | - | - | - | - | - | 30% | - | 0% | - |
| 2023 | Linin' Large | - | - | - | - | - | - | - | - | 0% | - | 0% | - |
| 2023 | Metaphysical Milkshake | - | - | - | - | - | - | - | - | 30% | - | 0% | - |
| 2023 | Mindset Mentor | 432,749 | - | - | - | 432,749 | 5,736 | 112,500 | 314,513 | 25% | 78,628 | 0% | - |
| 2023 | Nervous Rex | - | - | - | - | - | - | - | - | 30% | - | 0% | - |
| 2023 | Nightly Night | 3,884 | - | - | - | 3,884 | 3,587 | - | 297 | 50% | 148 | 0% | - |
| 2023 | No Chaser with Tim Delaghetto | 86,279 | - | - | - | 86,279 | 3,025 | 50,000 | 33,254 | 50% | 16,627 | 0% | - |
| 2023 | On Brand with Donny Deutsch | - | - | - | - | - | - | - | - | 30% | - | 0% | - |
| 2023 | On Purpose with Jay Shetty | - | - | - | - | - | - | - | - | 0% | - | 0% | - |
| 2023 | Second in Command - A VEEP Rewatch | - | - | - | - | - | - | - | - | 30% | - | 0% | - |
| 2023 | Short Story Long | - | - | - | - | - | - | - | - | 0% | - | 0% | - |
| 2023 | Shut Up and Listen | - | - | - | - | - | - | - | - | 0% | - | 0% | - |
| 2023 | Slumber Party with Tess Holiday | - | - | - | - | - | - | - | - | 30% | - | 0% | - |
| 2023 | Strictly Stalking | - | - | - | - | - | - | - | - | 0% | - | 0% | - |
| 2023 | Swing Left | - | - | - | - | - | - | - | - | 0% | - | 0% | - |
| 2023 | The Friendship Onion | - | - | - | - | - | - | - | - | 30% | - | 0% | - |
| 2023 | The Marianne Williamson Podcast | - | - | - | - | - | - | - | - | 0% | - | 0% | - |
| 2023 | The Sarah Silverman Podcast | 115,235 | - | - | - | 115,235 | 39,807 | 220,000 | (144,572) | 30% | - | 0% | - |
| 2023 | The Viall Files | 40,597 | - | - | - | 40,597 | - | 70,833 | (30,237) | 30% | - | 0% | - |
| 2023 | Too Tired To Be Crazy | - | - | - | - | - | - | - | - | 30% | - | 0% | - |
| 2023 Total | | 678,743 | | | | 678,743 | 52,155 | 453,333 | 173,255 | | 95,404 | | |
| Grand Total | | 13,747,023 | 514,166 | 41,878 | 11,251 | 5,056 | 14,319,374 | 638,116 | 4,798,594 | 8,882,665 | 2,958,010 | | 668,802 |

| Year | X1 Portion Due | X1T Portion Paid | Difference |
|--------------|----------------|------------------|----------------|
| 2019 | 77,277 | 14,005 | 63,271 |
| 2020 | 245,124 | 194,600 | 50,524 |
| 2021 | 237,086 | 329,377 | (92,291) |
| 2022 | 109,315 | 20,041 | 89,275 |
| 2023 | - | - | - |
| TOTAL | 668,802 | 558,023 | 110,779 |

+ Due to X1T / - Due from X1T

Type: All transactions & Status: All statuses & Date: All dates

| Date | Type | No. | Payee | Category | Memo | Total | Column1 |
|------------|----------------------|-----------|----------|--------------------|---|-------------|---------|
| 03/11/2020 | Vendor Credit | CK1822 | XIT, LLC | Affiliate Payments | | (213.96) | 2020 |
| 02/03/2022 | Expense | X1T-12-21 | XIT, LLC | Affiliate Payments | September 2021 | 20,040.63 | 2022 |
| 12/21/2021 | Expense | X1T-11-21 | XIT, LLC | Affiliate Payments | August 2021 | 27,148.62 | 2021 |
| 12/03/2021 | Bill Payment (Check) | X1T-10-21 | XIT, LLC | | Bill.com: X1T-10-21 | (24,312.74) | 2021 |
| 10/27/2021 | Bill Payment (Check) | X1T-09-21 | XIT, LLC | | Bill.com: X1T-09-21 | (28,351.11) | 2021 |
| 09/15/2021 | Bill Payment (Check) | X1T-08-21 | XIT, LLC | | Bill.com: X1T-08-21 | (27,324.96) | 2021 |
| 08/03/2021 | Bill Payment (Check) | X1T-07-21 | XIT, LLC | | | (24,901.31) | 2021 |
| 08/02/2021 | Bill Payment (Check) | X1T-06-21 | XIT, LLC | | Bill.com: X1T-06-21 | (20,452.75) | 2021 |
| 06/08/2021 | Bill Payment (Check) | 2491 | XIT, LLC | | | (20,752.89) | 2021 |
| 05/10/2021 | Bill Payment (Check) | 2480 | XIT, LLC | | | (24,123.78) | 2021 |
| 04/28/2021 | Bill Payment (Check) | 2475 | XIT, LLC | | | (40,175.74) | 2021 |
| 02/28/2021 | Bill Payment (Check) | 2462 | XIT, LLC | | | (34,893.52) | 2021 |
| 01/29/2021 | Bill Payment (Check) | 2051 | XIT, LLC | | | (29,900.29) | 2021 |
| 01/06/2021 | Bill Payment (Check) | 2043 | XIT, LLC | | | (27,242.40) | 2021 |
| 11/23/2020 | Bill Payment (Check) | 2035 | XIT, LLC | | | (19,387.11) | 2020 |
| 10/30/2020 | Bill Payment (Check) | 2024 | XIT, LLC | | July 2020 | (14,383.54) | 2020 |
| 09/23/2020 | Bill Payment (Check) | 2012 | XIT, LLC | | | (16,282.91) | 2020 |
| 08/25/2020 | Bill Payment (Check) | 2009 | XIT, LLC | | May 2020 Revenue plus Jan-May Other Revenue for Viall and Dating Straight | (14,145.44) | 2020 |
| 08/13/2020 | Bill Payment (Check) | 2000 | XIT, LLC | | | (13,252.76) | 2020 |
| 07/16/2020 | Bill Payment (Check) | 1970 | XIT, LLC | | | (1,719.96) | 2020 |
| 06/30/2020 | Bill Payment (Check) | 1964 | XIT, LLC | | | (18,137.88) | 2020 |
| 05/27/2020 | Bill Payment (Check) | 1948 | XIT, LLC | | | (16,833.07) | 2020 |
| 05/01/2020 | Bill Payment (Check) | 1909 | XIT, LLC | | | (17,374.24) | 2020 |
| 04/02/2020 | Bill Payment (Check) | 1883 | XIT, LLC | | | (13,434.45) | 2020 |
| 03/12/2020 | Bill Payment (Check) | 1858 | XIT, LLC | | | (13,172.28) | 2020 |
| 02/06/2020 | Bill Payment (Check) | 1822 | XIT, LLC | | | (11,084.38) | 2020 |
| 01/13/2020 | Bill Payment (Check) | 1792 | XIT, LLC | | | (18,734.54) | 2020 |
| 01/13/2020 | Bill Payment (Check) | 1791 | XIT, LLC | | | (6,357.51) | 2020 |
| 12/11/2019 | Bill Payment (Check) | 1783 | XIT, LLC | | | (4,682.91) | 2019 |
| 10/25/2019 | Bill Payment (Check) | 1725 | XIT, LLC | | | (5,639.81) | 2019 |
| 09/03/2019 | Bill Payment (Check) | 1654 | XIT, LLC | | | (3,682.44) | 2019 |
| 12/31/2021 | Bill | 12-2021 | XIT, LLC | Affiliate Payments | Dec 2021 | 23,381.67 | 2021 |
| 11/30/2021 | Bill | 11-2021 | XIT, LLC | Affiliate Payments | Nov 2021 | 24,436.20 | 2021 |
| 10/31/2021 | Bill | 10-2021 | XIT, LLC | Affiliate Payments | Oct 2021 | 23,072.16 | 2021 |
| 09/30/2021 | Bill | 09-2021 | XIT, LLC | Affiliate Payments | Sep 2021 | 2,350.78 | 2021 |
| 07/31/2021 | Bill | aff213 | XIT, LLC | Affiliate Payments | | 8.41 | 2021 |
| 07/31/2021 | Bill | aff215 | XIT, LLC | Affiliate Payments | | 2,355.70 | 2021 |
| 07/31/2021 | Bill | aff214 | XIT, LLC | Affiliate Payments | | 993.72 | 2021 |
| 07/31/2021 | Bill | aff212 | XIT, LLC | Affiliate Payments | | 1,724.05 | 2021 |
| 07/31/2021 | Bill | aff211 | XIT, LLC | Affiliate Payments | | 4,707.53 | 2021 |
| 07/31/2021 | Bill | aff210 | XIT, LLC | Affiliate Payments | | 986.38 | 2021 |
| 07/31/2021 | Bill | aff209 | XIT, LLC | Affiliate Payments | | 5,209.39 | 2021 |
| 07/31/2021 | Bill | aff208 | XIT, LLC | Affiliate Payments | | 8,327.58 | 2021 |
| 06/30/2021 | Bill | aff206 | XIT, LLC | Affiliate Payments | | 1,476.38 | 2021 |
| 06/30/2021 | Bill | aff205 | XIT, LLC | Affiliate Payments | | 789.10 | 2021 |
| 06/30/2021 | Bill | aff204 | XIT, LLC | Affiliate Payments | | 1,985.50 | 2021 |
| 06/30/2021 | Bill | aff203 | XIT, LLC | Affiliate Payments | | 9,753.15 | 2021 |
| 06/30/2021 | Bill | aff202 | XIT, LLC | Affiliate Payments | | 856.71 | 2021 |
| 06/30/2021 | Bill | aff201 | XIT, LLC | Affiliate Payments | | 4,992.99 | 2021 |
| 06/30/2021 | Bill | aff200 | XIT, LLC | Affiliate Payments | | 8,479.35 | 2021 |
| 06/30/2021 | Bill | aff199 | XIT, LLC | Affiliate Payments | | 37.93 | 2021 |
| 05/31/2021 | Bill | aff198 | XIT, LLC | Affiliate Payments | | 5.16 | 2021 |
| 05/31/2021 | Bill | aff197 | XIT, LLC | Affiliate Payments | | 16.22 | 2021 |
| 05/31/2021 | Bill | aff196 | XIT, LLC | Affiliate Payments | | 903.46 | 2021 |
| 05/31/2021 | Bill | aff195 | XIT, LLC | Affiliate Payments | | 2,072.34 | 2021 |
| 05/31/2021 | Bill | aff194 | XIT, LLC | Affiliate Payments | | 9,331.56 | 2021 |
| 05/31/2021 | Bill | aff193 | XIT, LLC | Affiliate Payments | | 511.10 | 2021 |
| 05/31/2021 | Bill | aff192 | XIT, LLC | Affiliate Payments | | 373.29 | 2021 |
| 05/31/2021 | Bill | aff191 | XIT, LLC | Affiliate Payments | | 4,755.26 | 2021 |
| 05/31/2021 | Bill | aff190 | XIT, LLC | Affiliate Payments | | 9,167.02 | 2021 |
| 05/31/2021 | Bill | aff189 | XIT, LLC | Affiliate Payments | | 189.53 | 2021 |
| 04/30/2021 | Bill | aff188 | XIT, LLC | Affiliate Payments | | 1,851.14 | 2021 |
| 04/30/2021 | Bill | aff185 | XIT, LLC | Affiliate Payments | | 8,441.15 | 2021 |
| 04/30/2021 | Bill | aff184 | XIT, LLC | Affiliate Payments | | 579.71 | 2021 |
| 04/30/2021 | Bill | aff188 | XIT, LLC | Affiliate Payments | | 10.86 | 2021 |
| 04/30/2021 | Bill | aff187 | XIT, LLC | Affiliate Payments | | 759.45 | 2021 |
| 04/30/2021 | Bill | aff183 | XIT, LLC | Affiliate Payments | | 604.81 | 2021 |
| 04/30/2021 | Bill | aff182 | XIT, LLC | Affiliate Payments | | 4,346.60 | 2021 |
| 04/30/2021 | Bill | aff181 | XIT, LLC | Affiliate Payments | | 7,775.42 | 2021 |
| 04/30/2021 | Bill | aff180 | XIT, LLC | Affiliate Payments | | 533.15 | 2021 |
| 03/31/2021 | Bill | aff179 | XIT, LLC | Affiliate Payments | | 33.89 | 2021 |
| 03/31/2021 | Bill | aff178 | XIT, LLC | Affiliate Payments | | 660.62 | 2021 |
| 03/31/2021 | Bill | aff177 | XIT, LLC | Affiliate Payments | | 1,523.49 | 2021 |
| 03/31/2021 | Bill | aff176 | XIT, LLC | Affiliate Payments | | 3,596.44 | 2021 |
| 03/31/2021 | Bill | aff175 | XIT, LLC | Affiliate Payments | | 744.66 | 2021 |
| 03/31/2021 | Bill | aff174 | XIT, LLC | Affiliate Payments | | 328.19 | 2021 |
| 03/31/2021 | Bill | aff173 | XIT, LLC | Affiliate Payments | | 4,094.47 | 2021 |
| 03/31/2021 | Bill | aff172 | XIT, LLC | Affiliate Payments | | 8,041.10 | 2021 |
| 03/31/2021 | Bill | aff171 | XIT, LLC | Affiliate Payments | | 116.85 | 2021 |
| 03/31/2021 | Bill | aff170 | XIT, LLC | Affiliate Payments | | 1,313.04 | 2021 |
| 02/28/2021 | Bill | aff169 | XIT, LLC | Affiliate Payments | | 453.18 | 2021 |
| 02/28/2021 | Bill | aff168 | XIT, LLC | Affiliate Payments | | 1,783.16 | 2021 |
| 02/28/2021 | Bill | aff167 | XIT, LLC | Affiliate Payments | | 4,162.74 | 2021 |
| 02/28/2021 | Bill | aff166 | XIT, LLC | Affiliate Payments | | 491.21 | 2021 |
| 02/28/2021 | Bill | aff165 | XIT, LLC | Affiliate Payments | | 649.54 | 2021 |
| 02/28/2021 | Bill | aff164 | XIT, LLC | Affiliate Payments | | 3,568.63 | 2021 |
| 02/28/2021 | Bill | aff163 | XIT, LLC | Affiliate Payments | | 8,341.49 | 2021 |
| 02/28/2021 | Bill | aff162 | XIT, LLC | Affiliate Payments | | 0.40 | 2021 |
| 02/28/2021 | Bill | aff161 | XIT, LLC | Affiliate Payments | | 1,302.54 | 2021 |
| 01/31/2021 | Bill | aff160 | XIT, LLC | Affiliate Payments | | 2,480.44 | 2021 |
| 01/31/2021 | Bill | aff159 | XIT, LLC | Affiliate Payments | | 318.75 | 2021 |
| 01/31/2021 | Bill | aff158 | XIT, LLC | Affiliate Payments | | 1,837.01 | 2021 |
| 01/31/2021 | Bill | aff157 | XIT, LLC | Affiliate Payments | | 3,926.58 | 2021 |
| 01/31/2021 | Bill | aff156 | XIT, LLC | Affiliate Payments | | 316.28 | 2021 |
| 01/31/2021 | Bill | aff155 | XIT, LLC | Affiliate Payments | | 741.76 | 2021 |
| 01/31/2021 | Bill | aff154 | XIT, LLC | Affiliate Payments | | 4,723.82 | 2021 |
| 01/31/2021 | Bill | aff153 | XIT, LLC | Affiliate Payments | | 8,378.56 | 2021 |
| 01/31/2021 | Bill | aff152 | XIT, LLC | Affiliate Payments | | 420.22 | 2021 |
| 01/31/2021 | Bill | aff151 | XIT, LLC | Affiliate Payments | | 980.36 | 2021 |
| 12/31/2020 | Bill | aff150 | XIT, LLC | Affiliate Payments | | 431.76 | 2020 |
| 12/31/2020 | Bill | aff149 | XIT, LLC | Affiliate Payments | | 519.99 | 2020 |
| 12/31/2020 | Bill | aff148 | XIT, LLC | Affiliate Payments | | 8,881.74 | 2020 |
| 12/31/2020 | Bill | aff147 | XIT, LLC | Affiliate Payments | | 417.38 | 2020 |
| 12/31/2020 | Bill | aff146 | XIT, LLC | Affiliate Payments | | 1,666.25 | 2020 |
| 12/31/2020 | Bill | aff145 | XIT, LLC | Affiliate Payments | | 4,122.10 | 2020 |
| 12/31/2020 | Bill | aff144 | XIT, LLC | Affiliate Payments | | 700.68 | 2020 |
| 12/31/2020 | Bill | aff143 | XIT, LLC | Affiliate Payments | | 2,794.79 | 2020 |
| 12/31/2020 | Bill | aff142 | XIT, LLC | Affiliate Payments | | 1,502.35 | 2020 |
| 12/31/2020 | Bill | aff141 | XIT, LLC | Affiliate Payments | | 11,003.00 | 2020 |
| 12/31/2020 | Bill | aff140 | XIT, LLC | Affiliate Payments | | 8,135.70 | 2020 |
| 11/30/2020 | Bill | aff139 | XIT, LLC | Affiliate Payments | | 462.91 | 2020 |
| 11/30/2020 | Bill | aff138 | XIT, LLC | Affiliate Payments | | 467.06 | 2020 |
| 11/30/2020 | Bill | aff137 | XIT, LLC | Affiliate Payments | | 275.17 | 2020 |
| 11/30/2020 | Bill | aff136 | XIT, LLC | Affiliate Payments | | 1,463.27 | 2020 |
| 11/30/2020 | Bill | aff135 | XIT, LLC | Affiliate Payments | | 4,438.35 | 2020 |
| 11/30/2020 | Bill | aff134 | XIT, LLC | Affiliate Payments | | 699.43 | 2020 |
| 11/30/2020 | Bill | aff133 | XIT, LLC | Affiliate Payments | | 2,493.78 | 2020 |
| 11/30/2020 | Bill | aff132 | XIT, LLC | Affiliate Payments | | 1,283.38 | 2020 |

| Year | Bill Payment (Check) | Expense | Total Payment |
|--------------|----------------------|------------------|-------------------|
| 2019 | 14,005.16 | - | 14,005.16 |
| 2020 | 194,600.07 | - | 194,600.07 |
| 2021 | 302,228.49 | 27,148.62 | 329,377.11 |
| 2022 | - | 20,040.63 | 20,040.63 |
| Total | 510,833.72 | 47,189.25 | 558,022.97 |

| | | | | | | |
|------------|------|--------|----------|--|-----------|------|
| 11/30/2020 | Bill | aff131 | XIT, LLC | Affiliate Payments | 15,411.10 | 2020 |
| 11/30/2020 | Bill | aff130 | XIT, LLC | Affiliate Payments | 7,722.07 | 2020 |
| 10/31/2020 | Bill | aff129 | XIT, LLC | Affiliate Payments Oct 2020: I Don't Know About That | 207.85 | 2020 |
| 10/31/2020 | Bill | aff128 | XIT, LLC | Affiliate Payments Oct 2020: Strictly Stalking | 442.42 | 2020 |
| 10/31/2020 | Bill | aff127 | XIT, LLC | Affiliate Payments Oct 2020: #MOMSOHARD | 1,539.38 | 2020 |
| 10/31/2020 | Bill | aff126 | XIT, LLC | Affiliate Payments Oct 2020: Chatty Broads | 5,061.34 | 2020 |
| 10/31/2020 | Bill | aff125 | XIT, LLC | Affiliate Payments Oct 2020: Dating Straight | 598.96 | 2020 |
| 10/31/2020 | Bill | aff124 | XIT, LLC | Affiliate Payments Oct 2020: Mindset Mentor with Rob Dial | 2,735.07 | 2020 |
| 10/31/2020 | Bill | aff123 | XIT, LLC | Affiliate Payments Oct 2020: No Chaser with Timothy DeLaGhetto | 1,155.05 | 2020 |
| 10/31/2020 | Bill | aff122 | XIT, LLC | Affiliate Payments Oct 2020: On Purpose with Jay Shetty | 13,700.75 | 2020 |
| 10/31/2020 | Bill | aff121 | XIT, LLC | Affiliate Payments Oct 2020: The Viall Files | 4,459.47 | 2020 |
| 09/30/2020 | Bill | aff120 | XIT, LLC | Affiliate Payments Sep 2020: Strictly Stalking | 246.90 | 2020 |
| 09/30/2020 | Bill | aff119 | XIT, LLC | Affiliate Payments Sep 2020: #MOMSOHARD | 775.72 | 2020 |
| 09/30/2020 | Bill | aff118 | XIT, LLC | Affiliate Payments Sep 2020: Chatty Broads | 4,310.81 | 2020 |
| 09/30/2020 | Bill | aff117 | XIT, LLC | Affiliate Payments Sep 2020: Dating Straight | 670.44 | 2020 |
| 09/30/2020 | Bill | aff116 | XIT, LLC | Affiliate Payments Sep 2020: Mindset Mentor | 2,607.65 | 2020 |
| 09/30/2020 | Bill | aff115 | XIT, LLC | Affiliate Payments Sep 2020: No Chaser | 1,907.44 | 2020 |
| 09/30/2020 | Bill | aff114 | XIT, LLC | Affiliate Payments Sep 2020: On Purpose | 11,618.88 | 2020 |
| 09/30/2020 | Bill | aff113 | XIT, LLC | Affiliate Payments Sep 2020: The Viall Files | 5,104.56 | 2020 |
| 09/31/2020 | Bill | aff112 | XIT, LLC | Affiliate Payments Aug 2020: Dating Straight | 484.89 | 2020 |
| 09/31/2020 | Bill | aff111 | XIT, LLC | Affiliate Payments Aug 2020: Mindset Mentor | 2,188.70 | 2020 |
| 09/31/2020 | Bill | aff110 | XIT, LLC | Affiliate Payments Aug 2020: No Chaser | 1,100.33 | 2020 |
| 09/31/2020 | Bill | aff109 | XIT, LLC | Affiliate Payments Aug 2020: On Purpose | 11,369.28 | 2020 |
| 09/31/2020 | Bill | aff108 | XIT, LLC | Affiliate Payments Aug 2020: The Viall Files | 4,213.91 | 2020 |
| 07/31/2020 | Bill | aff107 | XIT, LLC | Affiliate Payments Jul 2020: Dating Straight | 214.88 | 2020 |
| 07/31/2020 | Bill | aff106 | XIT, LLC | Affiliate Payments Jul 2020: Mindset Mentor | 1,248.14 | 2020 |
| 07/31/2020 | Bill | aff105 | XIT, LLC | Affiliate Payments Jul 2020: No Chaser | 1,345.72 | 2020 |
| 07/31/2020 | Bill | aff104 | XIT, LLC | Affiliate Payments Jul 2020: On Purpose | 7,119.58 | 2020 |
| 07/31/2020 | Bill | aff103 | XIT, LLC | Affiliate Payments Jul 2020: The Viall Files | 3,955.22 | 2020 |
| 06/30/2020 | Bill | aff102 | XIT, LLC | Affiliate Payments Jun 2020: Dating Straight | 156.83 | 2020 |
| 06/30/2020 | Bill | aff101 | XIT, LLC | Affiliate Payments Jun 2020: Mindset Mentor with Rob Dial | 1,500.75 | 2020 |
| 06/30/2020 | Bill | aff100 | XIT, LLC | Affiliate Payments Jun 2020: No Chaser with Timothy DeLaGhetto | 708.11 | 2020 |
| 06/30/2020 | Bill | aff099 | XIT, LLC | Affiliate Payments Jun 2020: On Purpose with Jay Shetty | 9,742.15 | 2020 |
| 06/30/2020 | Bill | aff098 | XIT, LLC | Affiliate Payments Jun 2020: The Viall Files | 4,175.07 | 2020 |
| 05/31/2020 | Bill | aff097 | XIT, LLC | Affiliate Payments Feb - May 2020: Dating Straight - Patreon | 303.66 | 2020 |
| 05/31/2020 | Bill | aff096 | XIT, LLC | Affiliate Payments Jan - May 2020: Viall Files - Merchandise | 191.05 | 2020 |
| 05/31/2020 | Bill | aff095 | XIT, LLC | Affiliate Payments May 2020: Dating Straight | 188.69 | 2020 |
| 05/31/2020 | Bill | aff094 | XIT, LLC | Affiliate Payments May 2020: Mindset Mentor | 1,528.34 | 2020 |
| 05/31/2020 | Bill | aff093 | XIT, LLC | Affiliate Payments May 2020: No Chaser | 492.21 | 2020 |
| 05/31/2020 | Bill | aff092 | XIT, LLC | Affiliate Payments May 2020: On Purpose | 7,882.30 | 2020 |
| 05/31/2020 | Bill | aff091 | XIT, LLC | Affiliate Payments May 2020: The Viall Files | 3,559.19 | 2020 |
| 04/30/2020 | Bill | aff090 | XIT, LLC | Affiliate Payments Apr 2020: Dating Straight | 530.96 | 2020 |
| 04/30/2020 | Bill | aff089 | XIT, LLC | Affiliate Payments April 2020: The Mindset Mentor | 1,709.90 | 2020 |
| 04/30/2020 | Bill | aff094 | XIT, LLC | Affiliate Payments April 2020: Too Tired to be Crazy | 16.27 | 2020 |
| 04/30/2020 | Bill | aff083 | XIT, LLC | Affiliate Payments April 2020: No Chaser with Timothy DeLaGhetto | 1,013.03 | 2020 |
| 04/30/2020 | Bill | aff082 | XIT, LLC | Affiliate Payments April 2020: On Purpose with Jay Shetty | 6,441.01 | 2020 |
| 04/30/2020 | Bill | aff081 | XIT, LLC | Affiliate Payments April 2020: The Viall Files | 3,541.59 | 2020 |
| 03/31/2020 | Bill | aff089 | XIT, LLC | Affiliate Payments Mar 2020: Dating Straight | 591.56 | 2020 |
| 03/31/2020 | Bill | aff080 | XIT, LLC | Affiliate Payments March 2020: The Mindset Mentor | 2,046.87 | 2020 |
| 03/31/2020 | Bill | aff079 | XIT, LLC | Affiliate Payments March 2020: Too Tired to be Crazy | 94.31 | 2020 |
| 03/31/2020 | Bill | aff078 | XIT, LLC | Affiliate Payments March 2020: No Chaser | 1,493.86 | 2020 |
| 03/31/2020 | Bill | aff077 | XIT, LLC | Affiliate Payments March 2020: On Purpose with Jay Shetty | 10,078.92 | 2020 |
| 03/31/2020 | Bill | aff076 | XIT, LLC | Affiliate Payments March 2020: The Viall Files | 4,423.92 | 2020 |
| 02/29/2020 | Bill | aff088 | XIT, LLC | Affiliate Payments Feb 2020: Dating Straight | 603.84 | 2020 |
| 02/29/2020 | Bill | aff075 | XIT, LLC | Affiliate Payments February 2020: Mindset Mentor | 1,709.69 | 2020 |
| 02/29/2020 | Bill | aff074 | XIT, LLC | Affiliate Payments February 2020: Too Tired to be Crazy | 455.65 | 2020 |
| 02/29/2020 | Bill | aff073 | XIT, LLC | Affiliate Payments February 2020: No Chaser | 979.16 | 2020 |
| 02/29/2020 | Bill | aff072 | XIT, LLC | Affiliate Payments February 2020: On Purpose with Jay Shetty | 8,512.19 | 2020 |
| 02/29/2020 | Bill | aff071 | XIT, LLC | Affiliate Payments February 2020: The Viall Files | 5,276.38 | 2020 |
| 01/31/2020 | Bill | aff087 | XIT, LLC | Affiliate Payments January 2020: Dating Straight | 445.63 | 2020 |
| 01/31/2020 | Bill | aff087 | XIT, LLC | Affiliate Payments January 2020: Mindset Mentor with Rob Dial | 2,103.23 | 2020 |
| 01/31/2020 | Bill | aff066 | XIT, LLC | Affiliate Payments January 2020: Too Tired to be Crazy | 382.92 | 2020 |
| 01/31/2020 | Bill | aff065 | XIT, LLC | Affiliate Payments January 2020: No Chaser with Timothy DeLaGhetto | 1,123.52 | 2020 |
| 01/31/2020 | Bill | aff064 | XIT, LLC | Affiliate Payments January 2020: On Purpose with Jay Shetty | 8,470.34 | 2020 |
| 01/31/2020 | Bill | aff063 | XIT, LLC | Affiliate Payments January 2020: The Viall Files | 5,294.23 | 2020 |
| 12/31/2019 | Bill | aff096 | XIT, LLC | Affiliate Payments Dec 2019: Dating Straight | 74.93 | 2019 |
| 12/31/2019 | Bill | aff062 | XIT, LLC | Affiliate Payments December 19: Mindset Mentor with Rob Dial | 816.25 | 2019 |
| 12/31/2019 | Bill | aff061 | XIT, LLC | Affiliate Payments December 19: Nervous Rex | 14.10 | 2019 |
| 12/31/2019 | Bill | aff060 | XIT, LLC | Affiliate Payments December 19: Too Tired to be Crazy | 336.52 | 2019 |
| 12/31/2019 | Bill | aff059 | XIT, LLC | Affiliate Payments December 19: No Chaser with Timothy DeLaGhetto | 752.89 | 2019 |
| 12/31/2019 | Bill | aff058 | XIT, LLC | Affiliate Payments December 19: On Purpose with Jay Shetty | 6,752.12 | 2019 |
| 12/31/2019 | Bill | aff057 | XIT, LLC | Affiliate Payments December 19: Livin' Large | 6.10 | 2019 |
| 12/31/2019 | Bill | aff056 | XIT, LLC | Affiliate Payments December 19: Short Story Long | 111.24 | 2019 |
| 12/31/2019 | Bill | aff055 | XIT, LLC | Affiliate Payments December 19: The Viall Files | 4,645.23 | 2019 |
| 11/30/2019 | Bill | aff054 | XIT, LLC | Affiliate Payments November 19: Mindset Mentor with Rob Dial | 850.13 | 2019 |
| 11/30/2019 | Bill | aff053 | XIT, LLC | Affiliate Payments November 19: Nervous Rex | 11.48 | 2019 |
| 11/30/2019 | Bill | aff052 | XIT, LLC | Affiliate Payments November 19: Too Tired to be Crazy | 175.45 | 2019 |
| 11/30/2019 | Bill | aff051 | XIT, LLC | Affiliate Payments November 19: No Chaser with Timothy DeLaGhetto | 800.31 | 2019 |
| 11/30/2019 | Bill | aff050 | XIT, LLC | Affiliate Payments November 19: On Purpose with Jay Shetty | 7,880.83 | 2019 |
| 11/30/2019 | Bill | aff049 | XIT, LLC | Affiliate Payments November 19: Livin' Large | 144.89 | 2019 |
| 11/30/2019 | Bill | aff048 | XIT, LLC | Affiliate Payments November 19: Short Story Long | 152.36 | 2019 |
| 11/30/2019 | Bill | aff047 | XIT, LLC | Affiliate Payments November 19: The Viall Files | 2,885.99 | 2019 |
| 10/31/2019 | Bill | aff046 | XIT, LLC | Affiliate Payments October 19: Mindset Mentor with Rob Dial | 499.50 | 2019 |
| 10/31/2019 | Bill | aff045 | XIT, LLC | Affiliate Payments October 19: Nervous Rex | 9.14 | 2019 |
| 10/31/2019 | Bill | aff044 | XIT, LLC | Affiliate Payments October 19: Too Tired To Be Crazy | 434.93 | 2019 |
| 10/31/2019 | Bill | aff043 | XIT, LLC | Affiliate Payments October 19: No Chaser with Timothy DeLaGhetto | 551.43 | 2019 |
| 10/31/2019 | Bill | aff042 | XIT, LLC | Affiliate Payments October 19: On Purpose with Jay Shetty | 7,295.40 | 2019 |
| 10/31/2019 | Bill | aff041 | XIT, LLC | Affiliate Payments October 19: Livin' Large | 3.42 | 2019 |
| 10/31/2019 | Bill | aff040 | XIT, LLC | Affiliate Payments October 19: The Viall Files | 2,790.06 | 2019 |
| 09/30/2019 | Bill | aff039 | XIT, LLC | Affiliate Payments September 19: Nervous Rex | 1.41 | 2019 |
| 09/30/2019 | Bill | aff038 | XIT, LLC | Affiliate Payments September 19: Too Tired To Be Crazy | 216.88 | 2019 |
| 09/30/2019 | Bill | aff037 | XIT, LLC | Affiliate Payments September 19: No Chaser with Timothy DeLaGhetto | 886.74 | 2019 |
| 09/30/2019 | Bill | aff036 | XIT, LLC | Affiliate Payments September 19: On Purpose with Jay Shetty | 6,188.90 | 2019 |
| 09/30/2019 | Bill | aff035 | XIT, LLC | Affiliate Payments September 19: Livin' Large | 1.40 | 2019 |
| 09/30/2019 | Bill | aff034 | XIT, LLC | Affiliate Payments September 19: Short Story Long | 123.36 | 2019 |
| 09/30/2019 | Bill | aff033 | XIT, LLC | Affiliate Payments September 19: The Viall Files | 1,937.17 | 2019 |
| 08/31/2019 | Bill | aff070 | XIT, LLC | Affiliate Payments August 19: Livin' Large | 2.95 | 2019 |
| 08/31/2019 | Bill | aff069 | XIT, LLC | Affiliate Payments August 19: Short Story Long | 0.35 | 2019 |
| 08/31/2019 | Bill | aff068 | XIT, LLC | Affiliate Payments August 19: ADHD with Travis Mills | 2.00 | 2019 |
| 08/31/2019 | Bill | aff032 | XIT, LLC | Affiliate Payments August 19: Too Tired To Be Crazy | 52.58 | 2019 |
| 08/31/2019 | Bill | aff031 | XIT, LLC | Affiliate Payments August 19: No Chaser with Timothy DeLaGhetto | 522.75 | 2019 |
| 08/31/2019 | Bill | aff030 | XIT, LLC | Affiliate Payments August 19: On Purpose with Jay Shetty | 6,670.29 | 2019 |
| 08/31/2019 | Bill | aff029 | XIT, LLC | Affiliate Payments August 19: The Viall Files | 2,333.26 | 2019 |
| 07/31/2019 | Bill | aff028 | XIT, LLC | Affiliate Payments July 19: Nervous Rex | 2.31 | 2019 |
| 07/31/2019 | Bill | aff024 | XIT, LLC | Affiliate Payments July 19: No Chaser with Timothy DeLaGhetto | 506.18 | 2019 |
| 07/31/2019 | Bill | aff023 | XIT, LLC | Affiliate Payments July 19: On Purpose with Jay Shetty | 4,633.70 | 2019 |
| 07/31/2019 | Bill | aff022 | XIT, LLC | Affiliate Payments July 19: Livin' Large with Mark Dohner | 70.13 | 2019 |
| 07/31/2019 | Bill | aff021 | XIT, LLC | Affiliate Payments July 19: Short Story Long | 35.06 | 2019 |
| 07/31/2019 | Bill | aff020 | XIT, LLC | Affiliate Payments July 19: The Viall Files | 1,308.97 | 2019 |
| 07/31/2019 | Bill | aff019 | XIT, LLC | Affiliate Payments July 19: ADHD with Travis Mills | 1.16 | 2019 |
| 06/30/2019 | Bill | aff027 | XIT, LLC | Affiliate Payments June 19: Nervous Rex | 30.86 | 2019 |
| 06/30/2019 | Bill | aff018 | XIT, LLC | Affiliate Payments May 19: No Chaser with Timothy DeLaGhetto | 63.75 | 2019 |
| 06/30/2019 | Bill | aff017 | XIT, LLC | Affiliate Payments May 19: On Purpose with Jay Shetty | 2,613.35 | 2019 |
| 06/30/2019 | Bill | aff016 | XIT, LLC | Affiliate Payments May 19: Livin' Large with Mark Dohner | 162.07 | 2019 |
| 06/30/2019 | Bill | aff015 | XIT, LLC | Affiliate Payments May 19: Short Story Long | 126.78 | 2019 |
| 06/30/2019 | Bill | aff014 | XIT, LLC | Affiliate Payments May 19: The Viall Files | 1,450.03 | 2019 |
| 06/30/2019 | Bill | aff013 | XIT, LLC | Affiliate Payments May 19: ADHD with Travis Mills | 236.07 | 2019 |
| 05/31/2019 | Bill | aff026 | XIT, LLC | Affiliate Payments May 19: Nervous Rex | 26.48 | 2019 |
| 05/31/2019 | Bill | aff012 | XIT, LLC | Affiliate Payments May 19: No Chaser with Timothy DeLaGhetto | 316.81 | 2019 |
| 05/31/2019 | Bill | aff011 | XIT, LLC | Affiliate Payments May 19: On Purpose with Jay Shetty | 3,713.28 | 2019 |
| 05/31/2019 | Bill | aff010 | XIT, LLC | Affiliate Payments May 19: Livin' Large with Mark Dohner | 143.15 | 2019 |

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|------------|------|--------|----------|--------------------|--|----------|------|
| 05/31/2019 | Bill | aff009 | X1T, LLC | Affiliate Payments | May19: Short Story Long | 109.32 | 2019 |
| 05/31/2019 | Bill | aff008 | X1T, LLC | Affiliate Payments | May19: The Viall Files | 1,055.72 | 2019 |
| 05/31/2019 | Bill | aff007 | X1T, LLC | Affiliate Payments | May19: ADHD with Travis Mills | 275.05 | 2019 |
| 04/30/2019 | Bill | aff025 | X1T, LLC | Affiliate Payments | April19: Nervous Rex | 10.84 | 2019 |
| 04/30/2019 | Bill | aff006 | X1T, LLC | Affiliate Payments | April19: No Chaser with Timothy DeLaGhetto | 0.74 | 2019 |
| 04/30/2019 | Bill | aff005 | X1T, LLC | Affiliate Payments | April19: On Purpose with Jay Shetty | 2,688.83 | 2019 |
| 04/30/2019 | Bill | aff004 | X1T, LLC | Affiliate Payments | April19: Livin' Large with Mark Dohner | 92.58 | 2019 |
| 04/30/2019 | Bill | aff003 | X1T, LLC | Affiliate Payments | April19: Short Story Long | 93.22 | 2019 |
| 04/30/2019 | Bill | aff002 | X1T, LLC | Affiliate Payments | April19: The Viall Files | 527.01 | 2019 |
| 04/30/2019 | Bill | aff001 | X1T, LLC | Affiliate Payments | April19: ADHD with Travis Mills | 269.22 | 2019 |

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 1615-A Montana Avenue, Santa Monica, CA 90403

A true and correct copy of the foregoing document entitled (*specify*):

MOTION OBJECTING TO CLAIM NO. 15 OF X1T, LLC; DECLARATION OF J'AIME WILLIAMS KERPER; DECLARATION OF COLIN THOMSON will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) 11/15/24, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below: Peter M Bransten pbransten@glaserweil.com, dsanchez@glaserweil.com
Kathleen A Cashman-Kramer kcashman-kramer@fennemorelaw.com, theresam@psdslaw.com
Russell Clementson russell.clementson@usdoj.gov
Leslie A Cohen leslie@lesliecohenlaw.com, jaimie@lesliecohenlaw.com;clare@lesliecohenlaw.com
Asha Dhillon asha.dhillon@turnerdhillon.com
Moriah Douglas Flahaut (TR) df@echoparklegal.com, C194@ecfcbis.com
Thomas M Geher tmg@jmbm.com, bt@jmbm.com;tmg@ecf.courtdrive.com
Samuel R Maizel samuel.maizel@dentons.com, alicia.aguilar@dentons.com;docket.general.lit.LOS@dentons.com;tania.moyron@dentons.com;kathryn.howard@dentons.com;joan.mack@dentons.com;derry.kalve@dentons.com
Matthew J Matern mmatern@maternlawgroup.com, lolarra@maternlawgroup.com;ereyes@maternlawgroup.com;rsuh@maternlawgroup.com;jboxer@maternlawgroup.com
Gary B Rudolph grudolph@fennemorelaw.com, bkstaff@sullivanhill.com;vidovich@ecf.inforuptcy.com;rudolph@ecf.courtdrive.com;kcashman-kramer@fennemorelaw.com;ejames@fennemorelaw.com;james@ecf.courtdrive.com
United States Trustee (SV) ustpreion16.wh.ecf@usdoj.gov Service information continued on attached page

2. SERVED BY UNITED STATES MAIL: On (*date*) 11/15/24, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

11/15 /24
Date

Clare Hendricks
Printed Name

/s/ Clare Hendricks
Signature

Service List Continued

United States Trustee
915 Wilshire Blvd, Suite 1850
Los Angeles, CA 90017

X1T, LLC
c/o Asha Dhillon
707 Wilshire Blvd. Suite 3250
Los Angeles, CA 90017

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.