

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement ("Agreement") is made effective on _____ day of _____ 2025

by and between CityCheers Media Corporation, a California corporation, ("Company"), and

_____-("Purchaser").

RECITALS

I. The Company is offering shares of its common stock to investors, with the intention of raising up to **\$6,000,000** in gross proceeds, at a purchase price of **\$4.00 per share** ("Offering").

II. The Company desires to sell shares of its common stock pursuant to the Offering to Purchaser, and Purchaser desires to purchase shares of the common stock of the Company.

Therefore, in consideration of the terms and conditions set forth herein, Purchaser and the Company agree as follows:

AGREEMENT

- Purchase of Shares. Purchaser hereby purchases from the Company, and the Company hereby sells to Purchaser, pursuant to the terms and conditions of this Agreement, _____ shares of the Company's common stock ("Shares") at \$_____ per share, for an aggregate purchase price of \$_____ ("Purchase Price"). The Purchase Price will be paid by delivery to Company of immediately available funds in the form of personal check, cashier's check or by wire transfer..
- Application of Agreement to Shares and After-Acquired Shares. "Shares" refers to all shares of the Company's common stock now or hereafter owned by Purchaser. The restrictions in this Agreement that apply to the Shares also apply to any new, substituted or additional securities of the Company acquired by Purchaser at any time, all of which collectively are referred to herein within the term "Shares".
- Representation and Warranties of the Company. The Company represents and warrants to Purchaser in connection with the issuance and sale of the Shares as follows:
- Organization and Standing. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of California, and has full power and authority to own and operate its properties and assets and to carry on its business as presently conducted and, to the best of the Company's knowledge, is not required to qualify as a foreign corporation to do business in any jurisdiction.
- Capitalization. The Company is authorized to issue 50,000,000 shares of common stock, of which 20,430,721 shares are presently issued and 29,569,279 outstanding.
- Subsidiaries. The Company has no subsidiaries and does not presently own or control, directly or indirectly, any equity interest in any corporation, association or business entity. The Company is not, directly or indirectly, a participant in any joint venture or partnership.
- Authorization. All corporate action on the part of the Company, its officers, directors and shareholders that is necessary for the authorization, execution and delivery of this Agreement, the performance of all the Company's obligations hereunder and thereunder, and for the authorization, issuance, sale and delivery of the Shares has been taken or will be taken prior to the Closing (as defined below).
- Title to Properties and Assets; Liens. The Company has good and marketable title to all its properties and assets that it purports to own, and good title to all its leasehold estates, in each case subject to no mortgage, pledge, lien, lease, encumbrance, or charge, other than liens, encumbrances, or defects of title which do not materially detract from the value of the property. With respect to the property and assets it leases, the Company is in compliance with such leases and, to the best of the Company's knowledge, holds a valid leasehold interest free of any liens, claims or encumbrances.

9. Compliance with Other Instruments. To its knowledge, the Company is, and at all times has been in compliance with all applicable statutes, laws, regulations of the United States and all states having jurisdiction over the Company's business or properties. The Company is not in violation of any term of its Articles of Incorporation, as amended and in effect as of the Closing. To its knowledge, the Company is not in material violation of any mortgage, indenture, contract, agreement, instrument, judgment, decree, order, statute, rule or regulation applicable to the Company. The execution, delivery, and performance of and compliance with this Agreement and the consummation of the transaction contemplated thereby will not result in any violation of any provision of law, any order of any court or other agency or government, the Articles of Incorporation, as amended, or the Bylaws, or any provision of any indenture, agreement or other instrument to which the Company is bound, or be in conflict with or constitute, with or without the passage of time and giving of notice, either a default under any such indenture, agreement or other instrument or result in the creation of any lien, charge or encumbrance upon any assets of the Company.
10. Litigation. To the knowledge of Company, there is no action, suit, proceeding or investigation pending or currently threatened against the Company which questions the validity of this Agreement or the right of the Company to enter into this Agreement, or to consummate the transactions contemplated hereby, or which might result, either individually or in the aggregate, (i) in any material adverse changes in the assets, condition, affairs or prospects of the Company, financially or otherwise, or (ii) any change in the current equity ownership of the Company, nor is the Company aware that there is any basis for the foregoing. The foregoing includes, without limitation, actions pending or threatened (or any basis therefor known to the Company) involving the prior employment of any of the Company's officers, directors or employees, their use in connection with the Company's business of any information or techniques allegedly proprietary to any of their former employers, or their obligations under any agreements with prior employers. The Company is not a party or subject to the provisions of any judgment, decree or order of any court or government agency or instrumentality. There are no other claims pending that the Company intends to initiate.
11. No Conflict of Interest. None of the Company's officers, directors or shareholders or any members of their immediate families are, directly or indirectly, indebted to the Company or have any direct or indirect ownership interest in any firm or corporation with which the Company is affiliated or with which the Company has a business relationship, or any firm or corporation that competes with the Company, except that officers, directors and/or shareholders of the Company may own stock in (but not exceeding two percent of the outstanding capital stock of) any publicly traded company that may compete with the Company. None of the Company's officers, directors or shareholders or any members of their immediate families are, directly or indirectly, interested in any material contract with the Company. The Company is not a guarantor or indemnitor of any indebtedness of any other person, firm or corporation.
12. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Company that:
- (a) Investigation. Purchaser has had the opportunity to ask questions of the CEO and Management of the Company regarding the proposed investment, including but not limited to, the nature of Company's business, current business plan, financial condition, operating results, proposed use of the proceeds of the Offering, and future operations. Purchaser has undertaken all investigations that Purchaser deems necessary to enter into this Agreement and to consummate the purchase and sale of the Shares on the terms and conditions herein. Purchaser has had the opportunity to evaluate the financial condition and operations of the business of Company. By executing this Agreement, Purchaser states that Purchaser is fully satisfied with his due diligence investigation of Company and the proposed use of the proceeds.
- (b) No Conflict of Interest. Neither Purchaser nor any member of Purchaser's immediate family has any direct or indirect ownership interest in any firm or corporation with which the Company has a business relationship, or any firm or corporation that competes with the Company, except that officers, directors and/or shareholders of the Company may own stock in (but not exceeding two percent of the outstanding capital stock of) any publicly traded company that may compete with the Company. Notwithstanding the foregoing, Purchaser does not own five percent or more of any publicly traded corporation.
- (c) Subscription Documents. In connection with the purchase of the Shares, Purchaser has completed and delivered to Company a Subscription Agreement, an Investor Rights Agreement and a Prospective Investor Suitability Questionnaire (collectively, "Subscription Documents"). The information set forth in the Subscription Documents is true, complete and accurate as of the date hereof. None of the representations or warranties made by Purchaser in the Subscription Documents, and no written information therein or otherwise furnished to Company contains any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained herein and therein not misleading. The representations and warranties of Purchaser set forth in Purchaser's Subscription Documents are incorporated herein by reference and are made a part hereof.

13. Registration of Shares. Purchaser understands and acknowledges that, in reliance upon the representations and warranties made by Purchaser herein and in the Subscription Documents, the Shares have not been registered with the Securities and Exchange Commission ("SEC") under the Securities Act of 1933, as amended ("Act") and, accordingly, may not be sold or otherwise transferred except in compliance with the Act.
14. Transfer Restrictions. Except as otherwise permitted hereunder, Purchaser, or any individual, firm, partnership, corporation, or other entity to which any of the Shares are transferred or assigned shall not sell, transfer, assign, pledge or hypothecate the Shares, voluntarily or by operation of law, without the prior written consent of the Company, and any such attempted sale, transfer, assignment, pledge or hypothecation shall be void and ineffectual.
15. Refusal to Transfer. The Company shall not be required (i) to transfer on its books any of the Shares that have been sold, donated, assigned or otherwise transferred in violation of any of the provisions of this Agreement, or (ii) to treat as owner of any such Shares or to accord the right to vote or pay dividends to any purchaser, donee or other transferee to whom any such Shares shall have been so transferred.
16. Miscellaneous Expenses. Each party hereto shall bear all fees and expenses incurred by such party in connection with, relating to or arising out of the negotiation, preparation, execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereby, including, without limitation, attorneys', accountants' and other professional fees and expenses.
17. Assignment. After the Closing, the Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. No rights or benefits of the Purchaser under this Agreement may be assigned by the Purchaser except in accordance with all terms and conditions of this Agreement.
18. Binding Effect. This Agreement is binding upon the parties and their heirs, officers, directors, employees, agents, executors, legal representatives, successors, and assigns.
19. Severability. If any provision of this Agreement, or the application of any provision, will for any reason and to any extent be invalid or unenforceable, the remainder of the Agreement, and application of such provision to other persons or circumstances, will be interpreted so as best to reasonably effect the intent of the parties. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.
20. Governing Law. The laws of the State of Texas will govern the validity of this Agreement, without regard to its conflict of laws provisions and without construing any ambiguities against the drafter.
21. Notices. All notices, demands, requests, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or email with confirmation of transmission by the transmitting equipment; or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or email addresses and marked to the attention of the person (by name or title) designated below each party's respective signature (or to such other address, facsimile number, email address or person as a party may designate by notice to the other parties).
23. Further Instruments. The parties agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this Agreement.
24. Entire Agreement; Modification; Waiver. This Agreement, including all of the schedules and exhibits hereto, and all other Subscription Documents constitute the entire agreement between the parties pertaining to the subject matter contained herein, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver. To the extent there is any conflict between the terms of this Agreement and the Subscription Agreement, the terms of the Subscription Agreement shall govern.

25. Effect of Headings. The headings of the sections, provisions and paragraphs of this Agreement are included for purposes of convenience only and will not affect the construction or interpretation of any of its provisions.
26. Counterparts This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement will become binding when one or more counterparts, individually or taken together, will bear the signatures of all of the parties reflected as signatories.

The parties have executed this Stock Purchase Agreement as of the date hereof.

Purchaser:

By: _____

Title: Subscriber

Address

City, State, Zip

Phone Number

Email Address

Company:

CityCheers Media Corporation,
a California corporation

By: Winston S. Jaeb, President/CEO

Address: 13601 Preston Rd, Suite E1000

Dallas, TX. 75240

Email: wsj@citycheers.net