

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

**FORM 8-K**

**CURRENT REPORT**

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

Date of Report (Date of earliest event reported): January 23, 2024

**SPRINGBIG HOLDINGS, INC.**

(Exact name of registrant as specified in its charter)

<b>Delaware</b>	<b>001-40049</b>	<b>88-2789488</b>
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S Employer Identification No.)

<b>621 NW 53rd Street Ste. 260</b>	<b>33487</b>
<b>Boca Raton, Florida</b>	(zip code)
(Address of principal executive offices)	

Registrant's telephone number, including area code: **(800) 972-9172**

**Not Applicable**  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
None		

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

Large accelerated filer  
Non-accelerated filer

Accelerated filer  
Smaller reporting company  
Emerging growth company

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.

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**Item 1.01 Entry into a Material Definitive Agreement.**

As previously reported, on January 23, 2024 (the “Closing Date”), SpringBig Holdings, Inc. (the “Company”) entered into a note purchase agreement pursuant to which it issued \$6.4 million of 8% Senior Secured Convertible Promissory Notes due 2026 (the “Convertible Notes”) and \$1.6 million of 12% Senior Secured Term Promissory Notes due 2026 (the “Term Notes”) in a private placement with the purchasers party thereto (the “Purchasers”). In connection with the closing of the notes, the Company entered into a Director Nomination Agreement (“Nomination Agreement”) on the Closing Date with Shalcor Management, Inc., an Alberta corporation (“Shalcor”), and Lightbank II, L.P., a Delaware limited partnership (“Lightbank” and, together with Shalcor, the “Investors”), each of which is a Purchaser. Shalcor and Lightbank purchased \$2,800,000 and \$2,400,000 of Convertible Notes, respectively, and \$700,000 and \$600,000 of Term Notes, respectively.

Pursuant to the Nomination Agreement, the Investors have the right to appoint or nominate for election to the board of directors of the Company (the “Board”), as applicable, an aggregate of three individuals, to serve as directors of the Company, with two individuals designated as Class I directors of the Board and one individual designated as a Class II director of the Board. The Nomination Agreement provides that on the Closing Date one of the Class I director nominees will be Matt Sacks, who is a Co-Managing Partner of Lightbank, and the Class II director nominee will be Shawn Dym, who is the Managing Director of Shalcor, and that the Investors will have the right to jointly designate one additional Class I director nominee to the Board on a date after the Closing Date.

The foregoing is a summary of certain terms and provisions of the Nomination Agreement and is not complete and is subject to, and qualified in its entirety by the provisions of, the Nomination Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K.

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements with Certain Officers.**

On the Closing Date, concurrently with the issuance of the Convertible Notes and the Term Notes and pursuant to the Nomination Agreement, the Board appointed Mr. Sacks as a Class I director of the Board and Mr. Dym as a Class II director of the Board. Except for the Nomination Agreement, Mr. Sacks and Mr. Dym were not selected pursuant to any arrangement or understanding between either of them and any other person.

Mr. Dym has served since December 2022 as Chairman of Decibel Cannabis Company, a leading Canadian cannabis company which is listed on the TSX Venture Exchange, and a member of its audit committee. Mr. Dym is an early investor and strategic thought leader in the North American cannabis industry and co-founded and serves as an advisor on the board of Green Acre Capital, Canada’s largest cannabis private investment fund. As an early investor in Aphria, he served on their board from October 2017 to November 2019. He oversees investments in Shalcor Management, Inc., working with Optus Capital Corporation, a family office.

Mr. Sacks brings extensive experience of investing in technology businesses from his role as Co-Managing Partner of Lightbank, which he has served since 2020, and previously as a Principal at New Enterprise Associates. Since 2018, Mr. Sacks has served as Executive Chairman of Luminary Media, a podcasting company he founded. From 2018 to 2020, Mr. Sacks served as Chief Executive Officer of Luminary Media. In addition, Mr. Sacks has served on the board of directors of Sparkplug Corporation since December 2022. He started his career as a member of the Technology, Media and Telecom investment banking team at Goldman Sachs.

Effective at 12 noon Eastern time on the Closing Date, Phil Schwarz and Jon Trauben resigned as members of the Board, including as members of the Audit Committee, and the Board decreased the size of the Board to five members. The resignations of such directors were not due to any disagreements with the Company or the Board on any matter relating to the Company’s operations, policies, or practices. As of immediately after 12 noon Eastern time on the Closing Date, the Board comprised of Jeffrey Harris, Shawn Dym, Matt Sacks and Sergey Sherman, and Mr. Dym has succeeded Mr. Trauben as chair of the Audit Committee.

**Item 7.01 Regulation FD Disclosure.**

On January 29, 2024, the Company issued a press release announcing changes to its Board, a copy of which is attached hereto as Exhibit 99.1.

The information in Item 7.01 and in the accompanying Exhibit 99.1 is being furnished and shall not be deemed “filed” for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section, nor shall they be deemed

incorporated by reference in any filing under the Securities Act or the Exchange Act, regardless of any general incorporation language in such filing, except as expressly set forth by specific reference in such a filing.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	<a href="#">Director Nomination Agreement, dated January 23, 2024, by and among SpringBig Holdings, Inc., Shalcor Management, Inc. and Lightbank II, L.P.</a>
99.1	<a href="#">Press release issued by SpringBig Holdings, Inc. on January 29, 2024</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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**SIGNATURE**

Pursuant to the requirements of the Securities and Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**SPRINGBIG HOLDINGS, INC.**

January 29, 2024

By: */s/ Jeffrey Harris*

\_\_\_\_\_  
Name: Jeffrey Harris

Title: Chief Executive Officer

## DIRECTOR NOMINATION AGREEMENT

THIS DIRECTOR NOMINATION AGREEMENT (this “*Agreement*”) is made and entered into as of January 23, 2024 (the “*Effective Time*”), by and among SpringBig Holdings, Inc., a Delaware corporation (the “*Company*”), and Shalcor Management, Inc., an Alberta corporation (“*Shalcor*”), and Lightbank II, L.P., a Delaware limited partnership (“*Lightbank*” and together with Shalcor, the “*Investors*”). Unless the context otherwise requires, capitalized words and terms used herein without definition and defined in the Purchase Agreement (as defined below) are used herein as defined therein.

WHEREAS, the Company entered into that certain Note Purchase Agreement, dated as of January 23, 2024 (the “*Purchase Agreement*”), by and among the Company and the parties thereto, including the Investors, pursuant to which the Company agreed to issue and sell Term Notes and Convertible Notes to the Investors; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Investors desire to have certain director nomination rights with respect to the Company, and the Company desires to provide the Investors, with such rights, in each case, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, each of the parties to this Agreement agrees as follows:

### ARTICLE I NOMINATION RIGHT

#### Section 1.1 Board Nomination Right.

(a) From the Effective Time until the termination of this Agreement in accordance with Section 2.1, at every meeting of the board of directors of the Company (the “*Board*”), or a committee thereof, or action by written consent, at or by which directors of the Company are appointed by the Board or are nominated to stand for election and elected by stockholders of the Company, the Investors shall have the right to appoint or nominate for election to the board of directors of the Company (the “*Board*”), as applicable, an aggregate of three (3) individuals, to serve as directors of the Company (each individual appointed or nominated by the Investors for election to the Board pursuant to this Section 1.1(a), each a “*Nominee*” and, together, the “*Nominees*”) with two (2) Nominees designated as Class I directors of the Board and one (1) Nominee designated as a Class II director of the Board. At the Effective Time, unless otherwise designated by the Investors, one of the Class I director Nominees shall be Matt Sacks and the Class II director Nominee shall be Shawn Dym (the “*Initial Nominee*”). The Investors shall have the right to jointly designate one (1) additional Class I director Nominee to the Board (the “*Additional Nominee*”) on a date after the Effective Time (the “*Additional Effective Time*”). For the avoidance of doubt, the total number individuals to be nominated by the Investors pursuant to this Section 1.1 shall be reduced by the number of Nominees who are already elected and sitting on the Board and who are not then up for reelection.

(b) The Company shall take all necessary actions within its control, including but not limited to calling a meeting of the Board or executing an action by unanimous written consent of the Board, such that, as of the Effective Time, each of the Initial Nominees shall be appointed to the Board as of the Effective Time as a director of the Company. The Company shall take all necessary actions within its control, including but not limited to calling a meeting of the Board or executing an action by unanimous written consent of the Board, such that, as of the Additional Effective Time, the Additional Nominee shall be appointed to the Board as of the Additional Effective Time as a director of the Company.

(c) From and after the Effective Time until the Termination Date, the Company shall take all actions necessary (including, without limitation, calling special meetings of the Board and the stockholders of the Company and recommending, supporting and soliciting proxies) to ensure that: (i) the Nominees are included in the Board’s slate of nominees to the stockholders of the Company for the election of directors of the Company and recommended by the Board at any meeting of stockholders called for the purpose of electing directors of the Company; and (ii) the Nominees, if up for election, is included in the proxy statement prepared by management of the Company in connection with the Company’s solicitation of proxies or consents in favor of the foregoing for every meeting of the stockholders of the Company called with respect to the election of members of the Board, and at every adjournment

or postponement thereof, and on every action or approval by written resolution of the stockholders of the Company or the Board with respect to the election of directors of the Company. From and after the Effective Time until the termination of this Agreement, the size of the Board shall not exceed five (5) members without the prior written consent of the Investors (which is not to be unreasonably withheld, delayed or conditioned).

(d) If any Nominee ceases to serve for any reason, the Investors shall be entitled to designate and appoint or nominate such person's successor in accordance with this Agreement and the Board shall promptly fill the vacancy with such successor Nominee.

(e) The Company shall indemnify each Nominee on the same basis as all other members of the Board and pursuant to an indemnity agreement with terms that are no less favorable to such Nominee than the indemnity agreements entered into between the Company and its other non-employee directors.

(f) Each Nominee shall be entitled to compensation (including equity awards) that is consistent with the compensation received by other non-employee directors of the Company. In addition, the Company shall pay the reasonable, documented, out-of-pocket expenses incurred by each Nominee in connection with his or her services provided to or on behalf of the Company and its subsidiaries, including attending Board and committee meetings or events attended on behalf of the Company or at the Company's request.

(g) Notwithstanding the provisions of this Section 1.1, the Investors shall not be entitled to designate a Person as a nominee to the Board upon a written determination by the Board or relevant committee thereof that the Person would not be qualified under any applicable law, rule or regulation to serve as a director of the Company. In such an event, the Investors shall be entitled to select the Person as a replacement Nominee and the Company shall take all necessary actions within its control to cause that Person to be nominated as a Nominee, including, without limitation, taking such necessary actions to cause that Person to be nominated as a Nominee at the same meeting (or, if permitted, pursuant to the same action by written consent of the stockholders) as the initial Person was to be nominated.

## ARTICLE II MISCELLANEOUS

Section 2.1 Termination. This Agreement shall terminate automatically and become void and of no further force or effect, without any notice or other action by any Person, on the date that the Investors cease to hold at least 10% of the original principal amount of the Term Notes and the Convertible Notes issued to the Investors in the aggregate, or following conversion of the Convertible Notes issued to the Investors, at least 10% of the securities of the Company issued upon conversion of such Convertible Notes in the aggregate.

Section 2.2 Notices. All notices, requests and other communications to the Company hereunder shall be in writing (including electronic transmission) and shall be given in accordance with the provisions of the Note Purchase Agreement. All notices, requests and other communications to the Investors hereunder shall be in writing (including electronic transmission) and shall be given in accordance with the provisions of the Note Purchase Agreement.

Section 2.3 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible.

Section 2.4 Binding Effect; Assignment. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including by operation of law, by any party hereto without the prior written consent of the other party hereto, except

notwithstanding any of the foregoing, each Investor may, in connection with a transfer of securities of the Company to one of its Affiliates, assign its rights and obligations hereunder to such Affiliate transferee, in which case the prior consent of the Company shall not be required.

Section 2.5 No Third Party Beneficiaries. This Agreement is exclusively for the benefit of the parties hereto, and their respective successors and permitted assigns, and this Agreement shall not be deemed to confer upon or give to any other third party any remedy, claim, liability, reimbursement, cause of action or other right by virtue of any applicable law in any jurisdiction to enforce any of the terms to this Agreement.

Section 2.6 Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of this Agreement. Each party hereto acknowledges and agrees that, in entering into this Agreement, such party has not relied on any promises or assurances, written or oral, that are not reflected in this Agreement.

Section 2.7 Governing Law. This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of laws of another jurisdiction.

Section 2.8 Jurisdiction; WAIVER OF TRIAL BY JURY. Any claim, action, suit, assessment, arbitration or proceeding, in each case that is by or before any governmental authority (an "*Action*") based upon, arising out of or related to this Agreement or the transactions contemplated hereby may be brought in federal and state courts located in the State of Delaware, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such Action, waives any objection it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, agrees that all claims in respect of the action shall be heard and determined only in any such court, and agrees not to bring any Action arising out of or relating to this Agreement or the transactions contemplated hereby in any other court. Nothing herein contained shall be deemed to affect the right of any party hereto to serve process in any manner permitted by law or to commence legal proceedings or otherwise proceed against the other party hereto in any other jurisdiction, in each case, to enforce judgments obtained in any Action brought pursuant to this Section 2.8. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

Section 2.9 Specific Performance. The parties hereto acknowledge that the rights of each party hereto to consummate the transactions contemplated hereby are unique and recognize and affirm that in the event of a breach of this Agreement by any party hereto, money damages may be inadequate and such non-breaching party may have no adequate remedy at law. Accordingly, the parties hereto agree that such non-breaching party shall have the right to enforce its rights and the other party's obligations hereunder by an action or actions for specific performance and/or injunctive relief (without posting of bond or other security), including any order, injunction or decree sought by such non-breaching party to cause the other party to perform its/their respective agreements and covenants contained in this Agreement and to cure breaches of this Agreement, without the necessity of proving actual harm and/or damages or posting a bond or other security therefore. Each party hereto further agrees that the only permitted objection that it may raise in response to any action for any such equitable relief is that it contests the existence of a breach or threatened breach of this Agreement.

Section 2.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or e-mail shall be as effective as delivery of a manually executed counterpart of the Agreement.

Section 2.11 Amendment. This Agreement may be amended, modified or supplemented at any time only by the written consent of all of the parties hereto, and any amendment, modification or supplement so effected shall be binding on all of the parties.



Section 2.12 Rights Cumulative. Except as otherwise expressly limited by this Agreement, all rights and remedies of each of the parties hereto under this Agreement will be cumulative, and the exercise of one or more rights or remedies will not preclude the exercise of any other right or remedy available under this Agreement or law.

Section 2.13 Further Assurances. Each of the parties hereto shall execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purpose of this Agreement.

Section 2.14 Enforcement. Each of the parties hereto covenants and agrees that the disinterested members of the Board have the right to enforce, waive or take any other action with respect to this Agreement on behalf of the Company.

Section 2.15 Headings. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

*[Signature Page Follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a deed as of the date first written above.

**SPRINGBIG HOLDINGS, INC.**

By: */s/ Paul Sykes*

\_\_\_\_\_  
Name: Paul Sykes

Title: Chief Financial Officer

**LIGHTBANK II, L.P.**

By: */s/ Mike Mauceri*

\_\_\_\_\_  
Name: Mike Mauceri

Title: CFO / Secretary

**SHALCORE MANAGEMENT, INC.**

By: */s/ Shawn Dym*

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Name: Shawn Dym

Title: Managing Director





## **Springbig announces changes in its board of directors following the completion of its \$8.0 million debt financing with a syndicate of lenders.**

**Boca Raton, Fla. – January 29, 2024** -- SpringBig Holdings, Inc. ("Springbig," "we," "our" or the "Company") (OTCQX: SBIG), a leading provider of vertical SaaS-based marketing solutions, consumer mobile app experiences, and omnichannel loyalty programs, today announced changes in its board of directors following completion on January 23, 2024, of its \$8.0 million debt financing with a syndicate of lenders.

The Company announced that Matt Sacks, Co-Managing Partner of Lightbank, and Shawn Dym, a co-lead investor in the debt financing through Shalcor Management Inc., have both joined the board of directors.

Matt Sacks brings extensive experience investing in technology businesses from his role as Co-Managing Partner of Lightbank, and previously as a Principal at New Enterprise Associates. Matt is also the Founder and Executive Chairman of Luminary Media, a podcasting company he founded in 2018. He started his career as a member of the Technology, Media and Telecom investment banking team at Goldman Sachs.

Shawn Dym is Chairman of Decibel Cannabis Company, a leading Canadian cannabis company which is listed on the TSX Venture Exchange. Shawn is an early investor and strategic thought leader in the North American cannabis industry and co-founded and serves as an advisor on the board of Green Acre Capital, Canada's largest cannabis private investment fund. He oversees investments in Shalcor Management, Inc., working with Optus Capital Corporation, the family office of Mark Silver.

"We are both honored and delighted that Matt and Shawn have agreed to join our board of directors and look forward to the Company benefiting from the vast experience that they both offer," said Jeffrey Harris, Chairman and CEO of the Company.

The Company also announced that Phil Schwarz and Jon Trauben have resigned from the board of directors with effect from January 23, 2024. Jeffrey Harris said, "Phil and Jon have been highly valuable board members since the early stage of Springbig, and both were members of the board prior to the Company becoming publicly listed in 2022. We have benefited greatly from their advice, wisdom, and business acumen over the years. Their contribution and friendship will long be remembered."

The board of directors now comprises Sergey Sherman, Matt Sacks and Shawn Dym along with Jeffrey Harris, Chairman and CEO. Shawn Dym will replace Jon Trauben as Chair of the Audit Committee.

### **About Springbig**

Springbig is a market-leading vertical software platform providing customer loyalty and marketing automation solutions to retailers and brands in the U.S. and Canada. Springbig's platform connects consumers with retailers and brands, primarily through SMS marketing, as well as emails, customer feedback systems, and loyalty programs, to support retailers' and brands' customer engagement and retention. Springbig offers marketing automation solutions that provide for consistency of customer communication, thereby driving customer retention and retail foot traffic. Additionally, Springbig's reporting and analytics offerings deliver valuable insights that clients utilize to better understand their customer bases, purchasing habits and trends. For more information, visit <https://springbig.com/>.

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## **Forward Looking Statements**

Certain statements contained in this press release constitute “forward-looking statements” within the meaning of the “safe harbor” provisions of the United States Private Securities Litigation Reform Act of 1995. The words “anticipate,” “believe,” “continue,” “could,” “estimate,” “expect,” “intends,” “outlook,” “may,” “might,” “plan,” “possible,” “potential,” “predict,” “project,” “should,” “would,” and similar expressions may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking. Forward-looking statements are predictions, projections and other statements about future events and financial results that are based on current expectations and assumptions and, as a result, are subject to risks and uncertainties. Many factors could cause actual future events and financial results to differ materially from the forward-looking statements in this press release, including but not limited to the fact that we have a relatively short operating history in a rapidly evolving industry, which makes it difficult to evaluate our future prospects and may increase the risk that we will not be successful; that if we do not successfully develop and deploy new software, platform features or services to address the needs of our clients, if we fail to retain our existing clients or acquire new clients, and/or if we fail to expand effectively into new markets, our revenue may decrease and our business may be harmed; and the other risks and uncertainties described under “Risk Factors” in the Company’s Quarterly Reports on Form 10-Q for the quarters ended September 30, 2023 and June 30, 2023 filed with the Securities and Exchange Commission (the “SEC”) on November 13, 2023 and August 10, 2023 respectively, the Company’s Annual Report on Form 10-K for the year ended December 31, 2022 filed with the SEC on March 28, 2023 and in the other documents we file from time to time with the SEC. These forward-looking statements involve a number of risks and uncertainties (some of which are beyond the control of Springbig), and other assumptions, which may cause the actual results or performance to be materially different from those expressed or implied by these forward-looking statements. Forward-looking statements speak only as of the date they are made. Readers are cautioned not to put undue reliance on forward-looking statements, and the Company assumes no obligation and does not intend to update or revise these forward-looking statements other than as required by applicable law. The Company does not give any assurance that it will achieve its expectations.

### **Investor Relations Contact**

Claire Bollettieri  
VP of Investor Relations  
[ir@springbig.com](mailto:ir@springbig.com)

### **Media Contact**

Paul Cohen  
[paul@milkanthoneypr.com](mailto:paul@milkanthoneypr.com)

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