UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

A.R.I. AGENT, LLC, a Delaware limited liability company, and LIGHTS OUT ENTERPRISES, INC., a Delaware corporation,

Plaintiffs,

-against-

Civil Action No.:

SHAWNE MERRIMAN, individually, and as Trustee of Trust M250124, and LIGHTS OUT HOLDINGS LLC, a California limited liability company,

Defendants,

LIGHTS OUT HOLDINGS LLC, a Wyoming limited liability company,

Nominal Defendant.

DECLARATION OF ZACK ELLISON IN SUPPORT PLAINTIFFS' MOTION FOR TEMPORARY RESTRAINING ORDER AND ORDER TO SHOW CAUSE FOR A PRELIMINARY INJUNCTION

I, **ZACK ELLISON**, declare as follows:

1. I am the sole member of A.R.I. Agent, LLC ("A.R.I.") and the Chairman, President, CEO, and sole Board Member of Lights Out Enterprises, Inc. ("Lights Out Enterprises" or the "Company") (collectively, the "Plaintiffs"). I am over eighteen years of age and I have personal knowledge of the matters contained herein. I make this declaration in support of Plaintiffs' Motion for Temporary Restraining Order ("TRO") and Order to Show Cause for a Preliminary Injunction (the "Motion").

2. The purpose of this declaration is to provide factual support for the two categories of emergency relief requested in the Motion: First, relief preventing Shawne Merriman ("Merriman") and those acting with him from continuing to represent that he controls, holds office in, or has authority to speak for Lights Out Enterprises; and second, relief preserving proceeds

derived from the "Lights Out" intellectual property (the "Intellectual Property") and related goodwill pending adjudication of Plaintiffs' claims.

3. I hold a Doctor of Business Administration degree from the University of Florida, a Master of Business Administration degree from the University of Chicago Booth School of Business, a Master of Science degree in Risk Management from the NYU Stern School of Business, and an undergraduate degree from Swarthmore College. I hold the Chartered Financial Analyst (CFA) and Chartered Alternative Investment Analyst (CAIA) designations. I have more than 20 years of experience in the financial services industry, including experience at five publicly traded and regulated financial institutions.

THE LENDING RELATIONSHIP AND THE LOAN DOCUMENTS

4. I met Merriman at an investment conference several years ago. In 2023, Merriman approached me regarding financing opportunities for his company, Lights Out XF, Inc. ("Lights Out XF"), a business in the mixed martial arts and entertainment space.

5. On or about May 13, 2024, A.R.I. agreed to provide financing (the "Loan") to Lights Out XF pursuant to a Loan and Security Agreement and related loan documents (the "Original Loan Agreement"). A true and correct copy of the Original Loan Agreement is attached hereto as **Exhibit A**.

6. Under the Original Loan Agreement, Lights Out XF agreed to various financial and non-financial obligations (the "Obligations").

7. That same day, Lights Out XF also issued A.R.I. a warrant to purchase common stock in Lights Out XF in connection with the Original Loan Agreement. Additional amounts were later funded under the Original Loan Agreement.[1]

[1] The Original Loan Agreement underwent several amendments beginning in December 2024 (collectively, the "Loan Agreement").

8. On December 31, 2024, Merriman executed Joinder No. 1 to Loan and Security Agreement (the "Joinder") on behalf of several companies as additional guarantors to the Loan Agreement: Lights Out Holdings LLC (WY) ("Lights Out Holdings (WY)"), Lights Out Pro LLC ("Lights Out Pro"), Lights Out Sports LLC ("Lights Out Sports"), and M250124 LLC ("M250124")[2] (together with Lights Out XF, the "Loan Parties"). A true and correct copy of the Joinder is attached hereto as **Exhibit B**. Through the Joinder, the newly joined entities became Loan Parties and additional guarantors under the Loan Agreement. They also granted A.R.I. a continuing security interest in their collateral.

9. Under the Loan Agreement and Joinder, the Loan Parties were required to repay principal and interest, provide required monthly financial statements, compliance certificates, bank statements, and related information, comply with financial covenants, and avoid unauthorized indebtedness and liens.

10. The Loan Agreement granted A.R.I. a continuing security interest in substantially all collateral of the Loan Parties (the "Collateral").

11. The Loan Agreement also contains a New York governing-law provision and a mandatory New York forum-selection provision.

A.R.I. REQUIRED ADDITIONAL PROTECTION AFTER FINANCIAL-CONTROL PROBLEMS EMERGED

12. In the fourth quarter of 2024, A.R.I. identified material issues concerning Lights Out XF's financial controls, use of Loan proceeds, and compliance with reporting Obligations. The foregoing amounted to defaults under the Loan Agreement.

13. Among other things, A.R.I. learned that funds were being used to make payments toward obligations that were not disclosed to A.R.I. and were not authorized under the Loan

[2] M250124 was converted to Lights Out Enterprises, under Delaware law, on March 4, 2025.

Agreement, including debts associated with Shamir Mamdani ("Mamdani," and the "Mamdani Note") and Lights Out Sports TV.

14. A.R.I. also identified failures to provide required financial reporting, compliance certificates, and related information.

15. In response to these issues, and to avoid immediately exercising remedies while still protecting A.R.I.'s Collateral, A.R.I. required additional protections and accommodations (collectively, the "Collateral Package").

16. For one, on or about December 31, 2024, Merriman (the "Merriman Guaranty") and the Trust (the "Trust Guaranty") each executed guaranties in favor of A.R.I. (collectively, the "Guaranties"). True and correct copies of the Guaranties are attached hereto as **Exhibits C and D**.

17. Under the Guaranties, Merriman and the Trust guaranteed the Obligations and pledged Collateral, including their equity interests in the Loan Parties and including all Intellectual Property.

18. The Guaranties also granted A.R.I. irrevocable proxy rights over certain pledged equity upon the occurrence of an Event of Default (the "Proxy Rights"). The Proxy Rights authorized A.R.I. to exercise voting, corporate, governance, and other rights associated with the pledged interests as if A.R.I. were the absolute owner of those interests.

THE RESTRICTIVE COVENANTS AND IP COLLATERAL

19. The Merriman Guaranty contains restrictive covenants, including non-disparagement (the "Non-Disparagement Provision") and non-competition and non-interference (the "Non-Competition/Interference Provision"), non-solicitation, and confidentiality covenants (collectively, the "Restrictive Covenants"). The Restrictive Covenants were important to A.R.I.

because the value of Lights Out Enterprises depended heavily on its good will, commercial relationships, sponsor and vendor confidence, media relationships, fighter relationships, and public perception.

20. The Non-Disparagement Provision prohibits Merriman, except as permitted by the contract, from making oral or written statements to third parties that disparage any Loan Party, its parents, subsidiaries, affiliates, directors, officers, products, or services.

21. The Non-Competition/Interference Provision prohibits Merriman, during the restricted period, from directly or indirectly interfering with, soliciting, encouraging, or causing customers, suppliers, vendors, employees, contractors, and others to terminate or alter their relationships with Lights Out Enterprises.

22. The Merriman Guaranty also contains a remedies provision in which Merriman acknowledged that breach or threatened breach of the covenants would cause "irreparable damages" and that A.R.I. would be entitled to equitable relief, including temporary restraining order, preliminary injunction, specific performance, and other equitable remedies.

23. As part of the Collateral Package, Lights Out Holdings (WY), acting through Merriman as authorized signatory, executed a Perfection Certificate and Legal Diligence (Perfection Certificate") and an Intellectual Property Security Agreement, granting A.R.I. a security interest in Intellectual Property associated with the "Lights Out" brand. True and correct copies of the Perfection Certificate and Intellectual Property Security Agreement are attached hereto as **Exhibits E and F**.

24. The Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office ("USPTO") on or about January 13, 2025. A true and correct copy of the USPTO filing is attached hereto as **Exhibit G**.

25. Throughout the lending relationship, Merriman represented to A.R.I. that the "Lights Out" Intellectual Property and related goodwill were available to secure the Obligations and were part of the Collateral Package supporting A.R.I.'s Loan.

26. On May 7, 2025, I joined Lights Out Enterprises' Board of Directors (the "Board") via written consent of Lights Out Enterprises' controlling stockholders.

27. At that point, the Board consisted of Merriman and me. A third director's seat remained vacant.

THE JUNE AND AUGUST 2025 AGREEMENTS

28. On or about June 29, 2025, Merriman executed an Amended and Restated Personal Guaranty (as amended, the "Merriman Guaranty"). A true and correct copy of the amended Merriman Guaranty is attached hereto as **Exhibit H**.

29. The amendment did not release or extinguish Merriman's Obligations. It reaffirmed and continued Merriman's personal liability and expressly acknowledged $1.8 million in principal Obligations, plus interest, fees, costs, expenses, and other amounts due.

30. The Merriman Guaranty pledged, as further Collateral, all equity that Merriman owned in the Loan Parties and any other entity under his ownership.

31. On or about August 27, 2025, Merriman executed an additional warrant on behalf of Lights Out Enterprises (the "Warrant"). A true and correct copy of the Warrant is attached hereto as **Exhibit I**.

32. The Warrant granted A.R.I. an independent contractual right to acquire equity directly from Lights Out Enterprises. Thus, Lights Out Enterprises' valuation became central to repayment risk. Further, the Warrant's exercise right was not dependent on an Event of Default – it could be exercised under its own contractual terms.

33. In the Warrant, Merriman acknowledged that total outstanding Obligations under the Loan Agreement exceeded $2.1 million as of that date. Further, Lights Out Enterprises covenanted in the Warrant that it would "at all times" reserve sufficient authorized shares to permit the Warrant's full exercise.

DEFAULTS, FORBEARANCE, AND MERRIMAN'S FINANCIAL DISTRESS

34. Beginning on or about September 25, 2025, Lights Out XF failed to repay $300,000 in matured principal. The Loan Parties also failed to make required monthly interest payments thereafter.

35. In or around November 2025, A.R.I. learned that the Loan Parties had incurred or purported to incur additional secured indebtedness from Nader Sobh and Trident Marketing & Development Consulting, LLC without A.R.I.'s authorization and in violation of the Loan Agreement (the "Trident Loan"). Correspondence relating to the Trident Loan is attached hereto as **Exhibit J**.

36. On or about November 25, 2025, after negotiations, the Loan Parties entered into the Fifth Amendment to Loan and Security Agreement and Forbearance Agreement (the "Forbearance Agreement"). A true and correct copy of the Forbearance Agreement is attached hereto as **Exhibit K**.

37. In the Forbearance Agreement, Merriman and the Loan Parties acknowledged that multiple Events of Default had occurred and were continuing, including payment defaults, reporting failures, covenant breaches, and inability to pay debts as they became due.

38. The Loan Parties promptly breached the Forbearance Agreement by failing to make required payments and otherwise failing to cure the continuing defaults.

39. On or about December 11, 2025, I spoke with Merriman and Lights Out Enterprises director Ed Pokorny concerning a potential additional financing and forbearance arrangement. During that discussion, Merriman stated that the Company required additional liquidity and that funds were needed to address Obligations owed to Mamdani. Merriman stated at that time that he owed Mamdani approximately $240,000.

40. During that same discussion, Merriman and Mr. Pokorny indicated that the amount of additional funding requested from A.R.I. would need to be increased from approximately $325,000 to approximately $500,000 to fund the Company's operations through March 31, 2026.

41. On or about December 12, 2025, A.R.I.'s counsel communicated with Merriman about a proposed Sixth Amendment and Forbearance Agreement incorporating approximately $500,000 of additional financing and providing a proposed forbearance period through March 31, 2026.

42. No executed version of that proposed agreement was returned by Merriman or the Company, and I did not receive confirmation that the proposed amendment had been accepted.

43. On or about December 16, 2025, I spoke with Merriman by telephone for approximately 27 minutes. During that call, Merriman rejected the proposed amendment and forbearance arrangement and stated that he had spoken with his legal counsel and public-relations advisors and believed bankruptcy was inevitable. Based on the manner and content of the conversation, I understood Merriman to be referring to a potential bankruptcy by both the Company and himself personally.

44. I later learned that, on or about December 5, 2025, a $4 million judgment had been entered against Merriman personally in connection with a wrongful death action (the "Fattorini

Judgment"). A true and correct copy of the Fattorini Judgment Minute Order is attached hereto as **Exhibit L**.

45. Merriman's statements regarding bankruptcy, the unpaid financial Obligations (now in excess of $2.5 million), the additional alleged secured Trident Loan involving Sobh and Trident, the Mamdani Note, and the $4 million judgment all contribute to my concern that Merriman is in severe financial distress and that proceeds derived from the Lights Out Intellectual Property may be dissipated absent interim relief.

A.R.I.'S JANUARY 2026 EXERCISE OF CONTRACTUAL RIGHTS

46. On or about January 2, 2026, after multiple Events of Default had occurred and were continuing, A.R.I. had no choice but to exercise its contractual remedies.

47. That day, A.R.I. issued a Notice of Default identifying the continuing defaults and accelerating the outstanding Obligations. A true and correct copy of the Notice of Default is attached hereto as **Exhibit M**.

48. The Notice of Default identified, among other defaults, the missed September 2025 principal payment of $300,000, missed interest payments, unpaid fees, reporting failures, covenant breaches, inability to pay debts as they became due, and breaches of the forbearance agreement.

49. Following acceleration, A.R.I. exercised the Proxy Rights granted by Merriman and the Trust under the Guaranties. Because of this, Merriman no longer had authority to use or exploit the Intellectual Property for his own benefit.

50. Thus, any economic benefits that Merriman personally receives from the Collateral, including from the Intellectual Property (the "IP Proceeds"), are proceeds derived from Collateral encumbered by A.R.I.'s perfected security interest and must be preserved.

51. On or about January 2, 2026, A.R.I. executed stockholder action by written consent pursuant to Delaware law. On or about January 5, 2026, Lights Out Enterprises' stockholders executed a further written consent ratifying the governance actions and removing Merriman from all corporate offices.

52. The January 5, 2026 written consent expressly provided that Merriman had no authority to act on behalf of Lights Out Enterprises in any capacity and appointed me to officer positions to stabilize the Company.

53. Contemporaneously, A.R.I. exercised the Warrant in two tranches on or about January 2 and January 5, 2026. In connection with those exercises, A.R.I. paid more than $530,000 in new cash equity capital to Lights Out Enterprises at the agreed contractual exercise price.

54. Under the Warrant, the shares issued to A.R.I. upon exercise represented approximately 84% of Lights Out Enterprises' outstanding equity, while Merriman retained approximately 16%. The exercises were then ratified by stockholder action.

55. After those actions on January 2-5, 2026, Merriman no longer controlled Lights Out Enterprises, no longer held any officer or management position with Lights Out Enterprises, and had no authority to speak for or bind Lights Out Enterprises.

A.R.I.'S STABILIZATION EFFORTS AND THE HARM CAUSED BY MERRIMAN'S CONDUCT

56. On or about January 8, 2026, A.R.I. publicly announced its intent to operate Lights Out Enterprises, proceed with upcoming events, including a live martial arts event scheduled for broadcast on ESPN on February 7, 2026 and March 7, 2026 (the "ESPN Contract"), and preserve and grow the Company's enterprise value.

57. At the time A.R.I. assumed control of Lights Out Enterprises, the Company maintained active contractual relationships and prospective business opportunities, including the

ESPN Contract. The ESPN Contract represented a commercially significant media-distribution opportunity that was central to the Company's revenue generation, brand positioning, and long-term enterprise value.

58. After taking control, A.R.I. promptly began efforts to stabilize Lights Out Enterprises by communicating with internal personnel, banking partners, vendors, contractors, and other industry participants.

59. Based on those initial communications, I believed in good faith that proceeding with the February 7, 2026 event would be feasible if A.R.I. received cooperation from Merriman, accurate financial information, and if the commercial environment remained stable.

60. After assuming control, however, A.R.I. discovered severe and previously undisclosed financial distress at Lights Out Enterprises. Based on my review of the Company's records, the Company, at that time, had approximately $237 cash on hand, maxed-out corporate credit cards, approximately $500,000 of aged accounts payable, no committed sponsor or advertising revenue sufficient to fund operations, and more than $2.3 million in accelerated senior secured debt.

61. As a result of Merriman's interference, the February 7, 2026, and March 7, 2026 ESPN-broadcast events were canceled, resulting in the loss of the ESPN Contract. The loss of the ESPN Contract caused substantial and immediate harm to Lights Out Enterprises, including the loss of a nationally televised media opportunity, disruption of planned events, loss of sponsorship and event-related revenue, and damage to the Company's brand and enterprise value.

62. On January 19, 2026, A.R.I. was forced to pause Lights Out Enterprises' operations. That decision was driven by the severely distressed financial condition in which Merriman had left the Company, and the disruption and uncertainty caused by Merriman's

interference following his removal. Merriman has thus impaired A.R.I.'s Collateral, undermined its efforts to stabilize and grow the business, and caused significant economic loss in connection with its investment.

63. Lights Out Enterprises also maintained an ongoing sponsorship and operational services relationship with Office Beacon LLC ("Office Beacon"), which had served as one of the Company's primary on-canvas sponsors for its December 2025 event. On January 6, 2026 – after A.R.I. had assumed control – I spoke with Office Beacon's Founder and CEO, Pranav Dalal, who expressed support for the transition in management and indicated Office Beacon's interest in continuing its relationship with the Company.

64. Following that initial outreach, I engaged with Office Beacon to clarify the scope of services and align on a go-forward operational and billing structure. Office Beacon responded on January 13, 2026, requesting confirmation of scope and invoicing arrangements. A.R.I. provided a detailed follow-up on January 29, 2026, and subsequently sent additional follow-up communications on February 3 and February 5, 2026. Office Beacon did not respond to any of those communications.

65. I believe Office Beacon's abrupt cessation of communication occurred after Merriman began issuing false public statements regarding control of Lights Out Enterprises and after A.R.I. was forced to pause the Company's operations due to Merriman's interference. As a result, Lights Out Enterprises was unable to continue or expand its relationship with Office Beacon, causing the loss of a key sponsor and operational partner.

66. At the same time, Merriman and his counsel, Andrew Skale of Mintz Levin, began threatening litigation and challenging A.R.I.'s authority.

67. Between approximately January 4, 2026 and January 11, 2026, Merriman called me multiple times and left at least six voicemail messages urging me to bypass counsel and communicate with him directly about the dispute. In those messages, Merriman characterized the involvement of attorneys as unnecessary and suggested that communications through counsel were a "waste of time" and were merely "running up a tab."

68. As Merriman's messages progressed, his tone escalated. In one message, he warned that I did not understand the "ramifications" of the situation and stated that I was "about to open a can of worms." In another message, he stated that I did not understand what was coming and warned that the consequences would not be "good."

69. In a voicemail left on or about January 11, 2026, Merriman repeatedly described what he called a "nuclear situation," using the word "nuclear" eight times. In that same message, Merriman stated that the consequences of the dispute would affect my "future," my "partners," my "board," and "investors." Merriman also stated that he was "not taking anything back to [his] attorney" and urged that we speak directly before what he described as the "nuclear situation" occurred.

70. These communications occurred during the same period that Merriman's counsel at Mintz Levin, including Andrew Skale, was threatening litigation and demanding that A.R.I. reverse its exercise of contractual remedies. In a January 9, 2026 communication from Skale, he demanded that A.R.I. cease exercising its contractual rights under the Loan Agreement and reverse its governance actions relating to Lights Out. Specifically, Skale stated that if A.R.I. complied with his client's demands, Merriman would "hold off filing the complaint." In exchange, Skale demanded that A.R.I. "cease any further interference with our client's ownership rights in Lights Out, send a message to those he contacted stating that Shawne is still CEO of Lights Out, and cease

and desist from pursuit of any remedies under the loan agreement." Skale's email requested that A.R.I. respond by the end of the same day so that the proposed arrangement could be finalized "over the weekend." The relevant communications from Skale are attached as **Exhibit N**.

71. Based on the timing and content of those communications, Merriman and his counsel appeared to me to be engaged in a coordinated effort to pressure A.R.I. to abandon its contractual rights and governance authority over Lights Out Enterprises.

72. At the time of these threats, Lights Out Enterprises did not have sufficient working capital to fund the February 7, 2026 event independently. Any funding required to proceed with that event would have needed to come from A.R.I.

73. Before receiving Merriman's threats and counsel's litigation threats, A.R.I. had repeatedly provided funding to allow Lights Out Enterprises to continue operating despite liquidity problems.

74. After the litigation threats, the voicemail threats, the public challenges to A.R.I.'s authority, and the discovery of the Company's severe distress, it became commercially irresponsible for A.R.I. to commit additional capital to produce the February 7, 2026 event in an environment where Merriman was actively disputing control and attempting to destabilize the Company. Indeed, Merriman ultimately did file suit – in total violation of the forum-selection provision of the Loan Agreement, Joinder, and Guaranties – in Nevada state court on January 22, 2026 (the "Nevada Action").

75. In the Nevada Action, Merriman is the sole plaintiff and has sought emergency injunctive relief in a desperate attempt to undo his wrongdoing. Further, he has expressly acknowledged through multiple filings that the Intellectual Property is A.R.I.'s Collateral under the Loan Agreement and the Guaranty.

76. Merriman has also caused or directed the issuance of public communications falsely representing that the Nevada Action was brought by Lights Out Enterprises. In reality, Merriman had – and has been – removed from all officer, director, and managerial positions on January 2 through 5, 2026.

77. Merriman's interference and misrepresentations have harmed A.R.I. and Lights Out Enterprises by causing confusion among vendors, sponsors, counterparties, fighters, media partners, and other commercial relationships regarding who has authority to act for Lights Out Enterprises. His misconduct has disrupted business relationships, damaged the Company's goodwill and reputation, and caused lost opportunities.

78. In my view, that confusion is especially harmful because Lights Out Enterprises is an event-based and relationship-driven business. Its value depends on trust, schedule certainty, brand reputation, and confidence among fighters, vendors, sponsors, media partners, and other counterparties.

79. If Merriman is not enjoined, the Company's value will be destroyed.

UNAUTHORIZED PUBLIC STATEMENTS AND CONTINUED CLAIMS OF AUTHORITY

80. Merriman continues to exploit the Collateral to his own benefit and to the detriment of A.R.I. and Lights Out Enterprises. To the extent Merriman, the Trust, or entities or accounts controlled by either of them have received or continue to receive proceeds from the Collateral, including IP Proceeds, those proceeds are being withheld from A.R.I. and should be accounted for and preserved pending adjudication.

81. Specifically, Merriman unjustly benefits from the use of the "Lights Out" brand and the rest of the Intellectual Property.

82. Beginning in February 2026, Merriman caused or directed public communications falsely representing that litigation had been brought by Lights Out Enterprises, rather than by Merriman individually, and falsely representing that Merriman remained an officer, CEO, owner, or authorized representative of Lights Out Enterprises.

83. His conduct is ongoing as he makes false representations to the public and to Lights Out Enterprises' current and prospective business partners.

84. First, on or about February 4, 2026, a press release titled "Lights Out Enterprises Owner Shawne Merriman Files Lawsuit Against Zach Ellison's Applied Real Intelligence" was distributed through EIN Presswire and republished by The National Law Review. The release described A.R.I.'s exercise of contractual rights as a "wrongful takeover" and asserted that A.R.I. attempted to assert control without completing a lawful foreclosure process or obtaining court approval. A true and correct copy of the February 4, 2026 release is attached hereto as **Exhibit O**.

85. According to an email sent by Mintz' General Counsel, Michael Gardener, to Lights Out Enterprises' corporate counsel on February 4, 2026: "Mintz has been IP counsel to Lights Out Holdings, LLC for a long time." The foregoing publication was released by ML Strategies, LLC, which is the lobbying and government affairs affiliate of Mintz. According to an email received by Lights Out Enterprises' corporate counsel, Mintz had been intellectual property counsel to Lights Out Holdings, LLC "for a long time."

86. On or about February 13, 2026, a PR Newswire release titled "Applied Real Intelligence Is Sued by Shawne Merriman's Lights Out Enterprises; Injunction and Damages Sought" was disseminated and republished by Morningstar. The PR Newswire page falsely represented that the news was provided by "Lights Out Enterprises" and stated that "Lights Out Enterprises and CEO Shawne Merriman filed a lawsuit," even though Merriman was not CEO and

Lights Out Enterprises was not the plaintiff. A true and correct copy of the February 13, 2026 release is attached hereto as **Exhibit P**.

87. On or about February 20, 2026, a further PR Newswire release titled "Lights Out Enterprises Moves for Sanctions Alleging Applied Real Intelligence Is Concealing Identities of Its Limited Partners" was issued. The release purported to speak on behalf of Lights Out Enterprises and accused A.R.I. of misconduct in connection with federal jurisdictional proceedings. A true and correct copy of the February 20, 2026 release is attached hereto as **Exhibit Q**.

88. On February 25, 2026, Fox News published an article titled "Ex-NFL star Shawne Merriman loses control of MMA company, legal battle ensues". A true and correct copy of the February 25, 2026 article is attached hereto as **Exhibit R**. In that article, Merriman publicly claimed that A.R.I.'s exercise of its contractual rights was "instant" and improper, stating that he was "literally being removed from the board" and had been "strong armed," and asserting that A.R.I.'s actions were "unnecessary." In the same Fox News article, Merriman further represented that he and the Company "had every intention of making things right," but that doing so "wasn't even an option." These statements were false and misleading. At the time they were made, Merriman had already failed to cure multiple Events of Default, had not made an interest payment in nearly six months, had breached the Forbearance Agreement, had rejected multiple accommodation proposals from A.R.I., and had twice expressly communicated his intent to pursue bankruptcy.

89. The article further reported Merriman's position that, although "some signed paperwork . . . may allow [A.R.I.] to do some things," those agreements did not authorize the governance actions taken – directly contradicting the express terms of the Loan Agreement, Guaranties, and Warrant.

90. The Fox News article also repeated statements attributed to Merriman and his representatives asserting that A.R.I. lacked "management or ownership rights" in Lights Out Enterprises and that the Proxy Rights and attorney-in-fact provisions were merely "security devices" that did not permit A.R.I. to assume control of the Company. These statements were false. As described herein, Merriman had expressly granted A.R.I. governance rights upon default and agreed to equity ownership rights through the Warrant, which A.R.I. lawfully exercised.

91. On March 26, 2026 – months after his removal from all officer, director, and managerial positions – Merriman appeared as a featured speaker at a New York industry conference (CTV Live! NY), where he was identified and promoted as "CEO" of Lights Out Sports while simultaneously holding himself out as "CEO" of the "Lights Out Brand," despite having no authority to act on behalf of either.

92. Lights Out Sports is one of the Loan Parties covered by the Collateral Package described above. Merriman's continued use of "CEO" title across the related Lights Out entities contributes to marketplace confusion regarding who controls Lights Out Enterprises, its affiliates, and associate Intellectual Property.

93. Merriman has also appeared in media interviews, podcasts, and public statements in a manner that, in my view, continues to create the false impression that he controls or speaks for Lights Out Enterprises while he continues to benefit from the "Lights Out" Intellectual Property.

94. As of the preparation of this declaration, Merriman's public-facing LinkedIn profile continued to hold him out as "CEO" of the "Lights Out Brand" and included a link to www.ShopLightsOut.com. A true and correct copy of Merriman's LinkedIn profile is attached hereto as **Exhibit S**.

95. The www.ShopLightsOut.com website offers products using the "Lights Out" mark and related brand identifiers.

96. Merriman has no authority to use Lights Out Enterprises' name to issue press releases, communicate with vendors, solicit counterparties, sell products, or otherwise hold himself out as acting for Lights Out Enterprises.

97. Merriman's continuing public statements and commercial use of the Lights Out brand interfere with A.R.I.'s ability to stabilize Lights Out Enterprises, preserve goodwill, and communicate clearly with third parties regarding who controls the Company.

NEED FOR IMMEDIATE RELIEF

98. Merriman's coordinated campaign of threats, public misrepresentation, and litigation directly disrupted A.R.I.'s efforts to stabilize and operate Lights Out Enterprises. By falsely representing to vendors, sponsors, counterparties, and the public that he remained the Company's CEO and that A.R.I.'s actions were unlawful, Merriman created widespread confusion regarding control of the Company. That confusion impaired A.R.I.'s ability to engage and retain business partners, disrupted existing relationships, and prevented the Company from securing the cooperation necessary to conduct its operations. As a result, A.R.I. was forced to pause the Company's operations on January 19, 2026, and it cannot resume them while Merriman's interference continues.

99. Without immediate relief, I believe Merriman will continue to create confusion regarding control and authority over Lights Out Enterprises.

100. That confusion cannot be fully remedied by a later money judgment because loss of goodwill, damaged sponsor and vendor relationships, loss of fighter and media confidence, and

confusion over corporate authority are difficult to quantify and may permanently impair the business.

101. I also believe Merriman and the Trust may continue to derive money or other value from the "Lights Out" Intellectual Property and related goodwill while disputing A.R.I.'s rights and while Merriman remains in serious financial distress. Merriman continues to associate with the "Lights Out" brand through public appearances, social media, and apparel businesses. I believe Merriman has and will continue to profit from the Intellectual Property.

102. Additionally, Merriman is in personal financial distress.

103. To date, Merriman and the Trust owe at least $2.5 million in outstanding Obligations, along with a $4 million judgment, against him personally, in the wrongful death lawsuit involving Kim Fattorini, whereby the victim was found to have a common date-rape drug in her system.

104. Further, Merriman has stated that bankruptcy was inevitable on two separate occasions. Given that Merriman has substantial unpaid Obligations of more than $2.5 million, a $4 million judgment entered against him personally, and at least two other personal loans (the Mamdani Note and Trident Loan) that, to my knowledge, are in default, I am concerned that any proceeds derived from the Lights Out Intellectual Property may be dissipated before this action can be adjudicated.

105. The relief requested in the Motion is narrow. Plaintiffs are not asking the Court to decide all merits issues now. Plaintiffs are asking the Court to preserve the status quo by preventing Merriman from continuing to claim authority he no longer has and by requiring proceeds derived from the Intellectual Property to be preserved pending further order of the Court.

Further, Merriman has and will continue to breach the Restrictive Covenants, thus he must be enjoined from doing so moving forward.

106. Based on the facts set forth above, I believe immediate relief is necessary to protect A.R.I.'s Collateral, preserve Lights Out Enterprises' goodwill and enterprise value, prevent further confusion among third parties, and avoid dissipation of identifiable proceeds connected to the Intellectual Property. Otherwise, A.R.I. and Lights Out Enterprises will continue to suffer irreparable harm.

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

Executed on May 6, 2026.

Zack Ellison
ZACK ELLISON

CHAIRMAN, PRESIDENT, AND CEO
LIGHTS OUT ENTERPRISES, INC.

MANAGER
A.R.I. AGENT, LLC

Exhibit C

Execution Version

GUARANTY AGREEMENT

This **GUARANTY AGREEMENT** (including all annexes and schedules hereto, as the same may be amended, amended and restated, restated, supplemented, or otherwise modified from time to time, this "Agreement"), dated as of December 31, 2024, by Shawne Merriman, a natural person currently residing at 2877 Paradise Rd., Unit 406, Las Vegas, NV 89109 ("Guarantor"), in favor of A.R.I. AGENT, LLC, as administrative agent and collateral agent for below referenced Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of May 13, 2024 (as amended by that certain Limited Waiver and First Amendment to Loan and Security Agreement, dated as of December 23, 2024, and as the same may be further amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among LIGHTS OUT XF, INC., a Delaware corporation ("Borrower"), the lenders party thereto (collectively, "Lenders", and each, a "Lender"), and Agent, Agent has agreed to make certain extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein (the "Loans");

WHEREAS, Guarantor has agreed to guaranty the Obligations;

WHEREAS, Guarantor will derive substantial direct and indirect benefits from the making of the Loans under the Loan Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Agent and Lenders to make certain Loans and other financial accommodations to the Borrower under the Loan Agreement that the Guarantor shall have executed and delivered this Agreement to Agent and, accordingly, Guarantor desires to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises hereof and to induce Agent and Lenders to make certain Loans and other financial accommodations to the Borrower under the Loan Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by all parties hereto), Guarantor hereby agrees with Agent (acting on behalf of itself and the Lenders) as follows:

ARTICLE I – DEFINED TERMS

Section 1.1 Definitions. Capitalized terms used herein without definition are used as defined in the Loan Agreement or, if not defined therein, as defined in the UCC. The following terms shall have the following meanings:

"Agreement" has the meaning specified in the preamble.

"Fraudulent Transfer Laws" has the meaning set forth in Section 2.2.

"Guaranteed Obligations" has the meaning set forth in Section 2.1.

"Guarantor" has the meaning specified in the preamble.

"Guaranty" means the guaranty of the Guaranteed Obligations made by the Guarantor as set forth in this Agreement.

"Investment Property" means the Equity Interests of any Loan Party, any Subsidiary of any Loan Party, or any Affiliate of any of the foregoing, which are owned or beneficially held by Guarantor.

Section 1.2 Certain Other Terms.

(a) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. References herein to an Annex, Schedule, Article, Section or clause refer to the appropriate Annex or Schedule to, or Article, Section or clause in this Agreement. Where the context requires, provisions relating to any Collateral when used in relation to Guarantor shall refer to Guarantor's Collateral or any relevant part thereof.

(b) Other Interpretive Provisions.

i. Defined Terms. Unless otherwise specified herein or therein, all terms defined in this Agreement shall have the defined meanings set forth in the Loan Agreement or, as applicable, as used in any certificate or other document made or delivered pursuant hereto or thereto.

ii. The Agreement. The words "hereof", "herein", "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

iii. Certain Common Terms. The term "including" is not limiting and means "including without limitation."

iv. Performance; Time. Whenever any performance obligation hereunder shall be stated to be due or required to be satisfied on a day other than a Business Day, such performance shall be made or satisfied on the next succeeding Business Day. In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including"; the words "to" and "until" each mean "to but excluding", and the word "through" means "to and including."

v. Contracts. Unless otherwise expressly provided herein, references to agreements and other contractual instruments, including this Agreement, shall be deemed to include all subsequent amendments, thereto, restatements and substitutions thereof and other modifications and supplements thereto which are in effect from time to time, but only to the extent such amendments and other modifications are not prohibited by the terms of the Loan Agreement.

vi. Laws. References to any statute or regulation are to be construed as including all statutory and regulatory provisions related thereto or consolidating, amending, replacing, supplementing or interpreting the statute or regulation.

ARTICLE II – GUARANTY

Section 2.1 Guaranty. To induce the Agent and Lenders to make certain Loans and other financial accommodations to or for the benefit of the Borrower, Guarantor hereby absolutely, unconditionally, and irrevocably guarantees, as primary obligor and not merely as surety, the full and punctual payment when due, whether at stated maturity or earlier, by reason of acceleration, mandatory prepayment, or otherwise in accordance with the Loan Agreement, of all the Obligations whether existing

on the date hereof or hereinafter incurred, executed, or created (the "Guaranteed Obligations"). This Agreement by Guarantor hereunder constitutes a guaranty of payment and not of collection.

Section 2.2 Limitation of Guaranty. Any term or provision of this Agreement or the Loan Agreement to the contrary notwithstanding, the maximum aggregate amount for which Guarantor shall be liable hereunder shall not exceed the maximum amount for which Guarantor can be liable without rendering this Agreement or the Loan Agreement, as it relates to Guarantor, subject to avoidance under applicable requirements of applicable law relating to (a) fraudulent conveyance or fraudulent transfer (including the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act and Section 548 of title 11 of the United States Code or any applicable provisions of comparable Requirements of Law) (collectively, "Fraudulent Transfer Laws") or (b) usury. Any analysis of the provisions of this Agreement for purposes of Fraudulent Transfer Laws shall take into account the right of contribution established in Section 2.3 and, for purposes of such analysis, give effect to any discharge of intercompany debt as a result of any payment made under the Guaranty.

Section 2.3 Contribution. To the extent that Guarantor shall be required hereunder to pay any portion of any Guaranteed Obligation exceeding the greater of (a) the amount of the value actually received by Guarantor from the Loans and other Obligations and (b) the amount Guarantor would otherwise have paid if Guarantor had paid the aggregate amount of the Guaranteed Obligations in the same proportion as Guarantor's net worth on the date enforcement is sought hereunder bearing to the aggregate net worth of the Guarantor on such date, then Guarantor shall be reimbursed by Borrower and any other guarantors for the amount of such excess, pro rata, based on the respective net worth of Borrower and such other guarantors on such date.

Section 2.4 Authorization; Other Agreements. Agent is hereby authorized by Guarantor, without notice to, or demand upon, Guarantor and without discharging or otherwise affecting the obligations of Guarantor hereunder and without incurring any liability hereunder, from time to time, to do each of the following:

(a) subject to compliance, if applicable, with the Loan Agreement, (i) with Borrower's consent, modify, amend, supplement, or otherwise change any of the terms of the Loan Agreement, (ii) accelerate or otherwise change the time of any payment under the Loan Agreement, or (iii) waive or otherwise consent to noncompliance with, any Guaranteed Obligation or the Loan Agreement;

(b) apply to the Guaranteed Obligations any sums by whomever paid or however realized to any Guaranteed Obligation in such order as provided in the Loan Agreement;

(c) refund at any time any payment received by Agent in respect of any Guaranteed Obligation;

(d) (i) sell, exchange, enforce, waive, substitute, liquidate, terminate, release, abandon, fail to perfect, subordinate, accept, substitute, surrender, exchange, affect, impair, or otherwise alter or release any Collateral for any Guaranteed Obligation or any other guaranty therefor in any manner, (ii) receive, take, and hold additional Collateral to secure any Guaranteed Obligation, (iii) add, release, or substitute any one or more other guarantors, makers, or endorsers of any Guaranteed Obligation or any part thereof, and (iv) otherwise deal in any manner with the Borrower or any other guarantor, maker or endorser of any Guaranteed Obligation or any part thereof; and

(e) settle, release, compromise, collect, or otherwise liquidate the Guaranteed Obligations.

Section 2.5 Guaranty Absolute and Unconditional. Guarantor hereby waives and agrees not to assert any defense, whether arising in connection with, or in respect of, any of the following or otherwise,

and hereby agrees that its obligations under this Agreement are irrevocable, absolute, and unconditional and shall not be discharged as a result of, or otherwise affected by, any of the following (which may not be pleaded and evidence of which may not be introduced in any proceeding with respect to this Agreement, in each case except as otherwise agreed in writing by Agent, in its sole discretion):

(a) the invalidity or unenforceability of any obligation of Borrower or Guarantor under the Loan Agreement or any other agreement or instrument relating thereto (including any amendment, consent, or waiver thereto), or any security for, or other guaranty of, any Guaranteed Obligation or any part thereof, or the lack of perfection or continuing perfection or failure of priority of any security for the Guaranteed Obligations or any part thereof;

(b) the absence of (i) any attempt to collect any Guaranteed Obligation or any part thereof from Borrower or Guarantor or other action to enforce the same or (ii) any action permitted under the Loan Agreement or applicable law to enforce the Loan Agreement or any lien granted thereunder;

(c) the failure by any or any other natural person, corporation, company or other legal entity to take any steps to perfect and maintain any lien on, or to preserve any rights with respect to, any Collateral;

(d) any workout, insolvency, bankruptcy proceeding, reorganization, arrangement, liquidation, or dissolution by or against Borrower, Guarantor, or any other natural person, corporation, company or other legal entity or any procedure, agreement, order, stipulation, election, action, or omission thereunder, including any discharge or disallowance of, or bar or stay against collecting, any Guaranteed Obligation (or any interest thereon) in or as a result of any such proceeding;

(e) any foreclosure, whether or not through judicial sale, and any other sale or other disposition of any Collateral or any election following the occurrence of an Event of Default, by Agent to proceed separately against any Collateral in accordance with Agent's rights under any applicable requirement of law; or

(f) any other defense, setoff, counterclaim, or any other circumstance that might otherwise constitute a legal or equitable discharge of Borrower or Guarantor, in each case, other than the payment in full of the Guaranteed Obligations (other than contingent indemnification obligations for which no claim has been made).

Section 2.6 Waivers. Guarantor hereby unconditionally and irrevocably waives and agrees not to assert any claim, defense, setoff, or counterclaim based on diligence, promptness, presentment, requirements for any demand, or notice hereunder, including any of the following: (a) any demand for payment or performance and protest and notice of protest; (b) any notice of acceptance; (c) any presentment, demand, protest, or further notice or other requirements of any kind with respect to any Guaranteed Obligation (including any accrued but unpaid interest thereon) becoming immediately due and payable; and (d) any other notice in respect of any Guaranteed Obligation or any part thereof, and any defense arising by reason of any disability or other defense of Borrower or Guarantor. Guarantor further unconditionally and irrevocably agrees not to, until payment in full of the Obligations (other than contingent indemnification obligations for which no claim has been made) and termination of the Loan Agreement, (x) enforce or otherwise exercise any right of subrogation or any right of reimbursement or contribution or similar right against Borrower or Guarantor by reason of the Loan Agreement or any payment made thereunder or (y) assert any claim, defense, setoff, or counterclaim it may have against any Borrower or any other guarantor or set off any of its obligations to Borrower or any such other guarantors against obligations of Borrower or any such other guarantors to Guarantor. No obligation of Guarantor hereunder shall be discharged other than by complete performance hereunder. Guarantor further waives any right Guarantor may have under any applicable requirement of law to require Agent to seek recourse first against Borrower, any other

guarantor, or any other natural person, corporation, company or other legal entity, or to realize upon any Collateral for any of the Obligations, as a condition precedent to enforcing Guarantor's liability and obligations under this Agreement.

Section 2.7 Reliance. Guarantor hereby assumes responsibility for keeping itself informed of the financial condition of the Borrower, and any other guarantor, maker, or endorser of any Guaranteed Obligation or any part thereof, and of all other circumstances bearing upon the risk of nonpayment of any Guaranteed Obligation or any part thereof that diligent inquiry would reveal, and Guarantor hereby agrees that Agent shall not have any duty to advise Guarantor of information known to it regarding such condition or any such circumstances. In the event Agent, in its sole discretion, undertakes at any time or from time to time to provide any such information to Guarantor, Agent shall be under no obligation to (a) undertake any investigation not a part of its regular business routine, (b) disclose any information that Agent, pursuant to accepted or reasonable commercial finance, or banking practices, wishes to maintain confidential, or (c) make any future disclosures of such information or any other information to Guarantor.

Section 2.8 Subordination. Guarantor hereby subordinates the payment of all obligations and indebtedness of the Borrower owing to Guarantor, whether now existing or hereafter arising, including, but not limited to any obligation of the Borrower to Guarantor as subrogee of Agent or resulting from Guarantor's performance under this Agreement, to the indefeasible payment in full, in cash, of all Guaranteed Obligations (other than contingent indemnification obligations for which no claim has been made); provided, that this Section 2.8 shall not prohibit any payment between or among Borrower and Guarantor, to the extent such payment is permitted by the Loan Agreement. If the Agent so requests, so long as not otherwise prohibited by the Loan Agreement, any such obligation or indebtedness of the Borrower to Guarantor shall be enforced and performance received by the applicable Guarantor as trustee for the Agent and the proceeds thereof shall be paid over to Agent on account of the Guaranteed Obligations, but without reducing or affecting in any manner the liability of Guarantor under this Agreement.

ARTICLE III – MISCELLANEOUS

Section 3.1 Limited Liability. Agent shall not be liable for any failure to demand, collect, or realize upon any Guaranteed Obligation or for any delay in doing so or shall be under any obligation to take any action with respect to the Guaranteed Obligations upon the request of Guarantor or any other natural person, corporation, company or other legal entity or to take any other action whatsoever with regard to any Guaranteed Obligation. The powers conferred to Agent hereunder shall not impose any duty upon Agent to exercise any such powers, and Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees, or agents shall be responsible to Guarantor for any act or failure to act hereunder.

Section 3.2 Reinstatement. Guarantor agrees that, if any payment made by Borrower, Guarantor, any other guarantor, or any other natural person, corporation, company or other legal entity and applied to any Guaranteed Obligation is at any time annulled, avoided, set aside, rescinded, invalidated, declared to be fraudulent, or preferential or otherwise required to be refunded or repaid, or the proceeds of any such payment are required to be returned by Agent to any such person or party, its estate, trustee, receiver, or any other party, including Guarantor, under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or repayment, such Guaranteed Obligation and any lien or other Collateral securing such liability shall be and remain in full force and effect, as fully as if such payment had never been made. If, prior to any of the foregoing, (a) any Guaranteed Obligation or any lien or other Collateral securing Guarantor's liability hereunder or under the Loan Agreement shall have been released or terminated by virtue of the foregoing or (b) any provision of the Loan Agreement or this Agreement shall have been terminated, cancelled, or surrendered, such Guaranteed Obligation, lien, other Collateral, or provision shall be reinstated in full force and effect and such prior release, termination,

cancellation, or surrender shall not diminish, release, discharge, impair, or otherwise affect the obligations of Guarantor in respect of any lien or other Collateral securing such obligation or the amount of such payment.

Section 3.3 Release of Guarantees. Pursuant to the terms and conditions of the Loan Agreement, Guarantor shall be released from its obligations hereunder upon payment and satisfaction in full, in cash, in immediately available funds of all of the Loans and all other Obligations (other than contingent indemnification obligations for which no claim has been made). All releases, discharges, and any other documentation or action requested of Agent by Guarantor in connection with this Section 3.3 shall be at Guarantor's sole expense.

Section 3.4 Independent Obligations. The obligations of Guarantor hereunder are independent of and separate from the Guaranteed Obligations. If (a) any Guaranteed Obligation is not paid when due or (b) upon any Event of Default, Agent may, at its sole election, proceed directly and at once, without notice, against Guarantor to collect and recover the full amount of any Guaranteed Obligation then due, without first proceeding against Borrower, any other guarantor, or any Collateral and without first joining Borrower or any other guarantor in any proceeding.

Section 3.5 No Waiver by Course of Conduct. Agent shall not, by any act (except by a written instrument pursuant to Section 3.6), delay, indulgence, omission, or otherwise, be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of Agent, any right, power, or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power, or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. A waiver by Agent of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that Agent or any Lender would otherwise have on any future occasion.

Section 3.6 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented, or otherwise modified, except in writing signed by Guarantor and Agent and otherwise in accordance with Section 12.8 of the Loan Agreement.

Section 3.7 Miscellaneous. The covenants, terms and conditions set forth in Sections 10, 11, 12.1, 12.2(a), 12.3 through and including 12.17, and 13 of the Loan Agreement are hereby incorporated herein by reference, *mutatis mutandis*, and shall apply hereto as if made herein by Guarantor, being applicable to and binding upon Guarantor, with references in such Sections to "Borrower(s)", "Guarantor(s)", or "Loan Party(ies)" replaced with and read herein as Guarantor (to the extent applicable to natural persons).

ARTICLE IV – SECURITY AND COLLATERAL

Section 4.1 Security Interest; Collateral. Guarantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration, or otherwise) of the Guaranteed Obligations and its other obligations hereunder, hereby mortgages, pledges, and hypothecates to Agent (for the ratable benefit of itself and the Lenders) and grants to Agent (for the ratable benefit of itself and the Lenders) a lien on, and continuing security interest in, all of its right, title, and interest in, to, and under the collateral of Guarantor described on Schedule A hereto (the "Guarantor Collateral"); provided, however, that notwithstanding the foregoing, no lien or security interest is hereby granted on any property upon which such grant would be prohibited by applicable laws (such property, "Excluded Property"); provided, further, that if and when any property shall cease to be Excluded Property, a lien on, and security interest in, such property shall be deemed automatically granted and attached therein.

Section 4.2 Rights and Remedies. Guarantor hereby accepts and agrees that Agent may, at its sole discretion, exercise all rights and remedies available to it under the UCC or any other applicable law in connection with any enforcement of its rights hereunder, including, without limitation, those rights and remedies set forth in Sections 4 and 9 of the Loan Agreement (which are incorporated herein by reference, *mutatis mutandis*), but applied herein and made applicable to and binding upon Guarantor, with references in such Sections to "Borrower(s)", "Guarantor(s)", or "Loan Party(ies)" replaced with and read herein as Guarantor (to the extent applicable to natural persons and the Guarantor Collateral). Notwithstanding anything set forth in this Agreement or the Loan Agreement to the contrary, upon the occurrence of any Event of Default set forth in Section 8 of the Loan Agreement or the breach of any covenant contained herein, Agent may, at its sole and absolute discretion, take such actions as it deems necessary (including, without limitation, the filing of mortgages and other liens on the Guarantor Collateral and any other acts or actions incidental thereto) in order to preserve and protect its first priority security interest in and to the Guarantor Collateral, which shall all be at Guarantor's sole expense.

(a) *Pledged Collateral*. Upon the occurrence of any Event of Default set forth in Section 8 of the Loan Agreement or the breach of any covenant contained herein, (i) Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Investment Property and make application thereof to the Guaranteed Obligations and (ii) any and all of such Investment Property shall be registered in the name of the Agent or its nominee, and the Agent or its nominee may thereafter exercise (x) all voting, corporate and other rights pertaining to such Investment Property at any meeting of shareholders or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Investment Property as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of any such Investment Property upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate or other organizational structure, or upon the exercise by the Agent of any right, privilege or option pertaining to such Investment Property, and in connection therewith, the right to deposit and deliver any and all of such Investment Property with any committee, depositary, transfer agent, registrar or other designated agency upon such terms and conditions as the Agent may determine), all without liability except to account for property actually received by it, but the Agent shall have no duty to Guarantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing. In order to permit Agent to exercise the voting and consensual rights to which it may be entitled hereunder and to receive all dividends and other distributions to which it may be entitled to receive hereunder, Guarantor shall promptly execute and deliver to Agent all such proxies, dividend payment orders and other instruments as Agent may from time to time reasonably request, and without limiting the foregoing, Guarantor hereby grants to Agent an **IRREVOCABLE** proxy to exercise the voting rights applicable to such Investment Property and to exercise all other rights, powers, privileges and remedies to which a holder of the Investment Property would be entitled, which proxy shall only be effective, automatically, upon an Event of Default.

(b) Guarantor hereby authorizes and instructs each issuer of any Investment Property pledged by Guarantor hereunder to (i) comply with any instruction received by it from the Agent in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from Guarantor, and Guarantor agrees that each issuer shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Investment Property directly to the Agent.

(c) Unless an Event of Default shall have occurred and be continuing and Agent shall have given written notice to Guarantor of Agent's intent to exercise its corresponding rights hereunder, Guarantor shall be permitted to receive all cash dividends paid in respect of the Investment Property to the extent not prohibited by the Loan Agreement, and to exercise all voting and corporate or other organizational rights

with respect to the Investment Property; provided, however, that no vote shall be cast or corporate or other organizational right exercised or other action taken that would be inconsistent with or result in any violation of any provision of the Loan Agreement, this Agreement or any other Loan Document.

(d) Guarantor hereby **IRREVOCABLY** constitutes and appoints Agent, and any officer or agent of Agent or any of its Affiliates, with full power of substitution, as its true and lawful attorney-in-fact with full, **IRREVOCABLE** power and authority in the place and stead of Guarantor and in the name of Guarantor or in its own name, from time to time at Agent's sole and absolute discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement.

ARTICLE V – ADDITIONAL REPRESENTATIONS, WARRANTIES, AND COVENANTS

Section 5.1 Representations and Warranties. In addition to those representations and warranties adopted and given by Guarantor in Section 3.7 above, Guarantor hereby represents and warrants to Lender that, as of even date hereof: (x) Schedule A attached hereto sets forth a full, complete, accurate, and comprehensive detailed list of all of Guarantor's Collateral, (y) Guarantor is the sole and exclusive owner of all of the Collateral listed on Schedule A attached hereto, and (y) none of Guarantor's Collateral is subject to any liens or other encumbrances other than those listed on Schedule B attached hereto.

Section 5.2 Affirmative Covenants. In addition to the other covenants set forth herein, Guarantor agrees to be bound by the terms and conditions set forth in Sections 6.4 (in respect of (a) tax returns and reports after giving effect to any extensions applied for and (b) taxes in excess of $10,000), 6.7, 6.8, and 6.16 of the Loan Agreement (which are incorporated herein by reference, *mutatis mutandis*), which Sections shall be applied herein and made applicable to and binding upon Guarantor, with references in such Sections to "Borrower(s)", "Guarantor(s)", or "Loan Party(ies)" replaced with and read herein as Guarantor (to the extent applicable to natural persons).

Section 5.3 Negative Covenants. In addition to the other covenants set forth herein, Guarantor agrees:

(a) *Liens*. Not to create, incur, allow, or suffer any Lien on any of the Guarantor Collateral, except for Permitted Liens, or otherwise permit any Guarantor Collateral not to be subject to the first priority security interest granted herein, except in connection with Permitted Liens permitted to have priority over Agent's Lien, in each case, without the prior consent of Agent; and

(b) *Dispositions*. Not to Transfer any Guarantor Collateral, except pursuant to a Permitted Transfer, without the prior consent of Agent.

Section 5.4 Restrictive Covenants. Guarantor represents, warrants, agrees, and acknowledges that (x) Guarantor (including, without limitation, Guarantor's name, public image, trademarks, and other characteristics and assets related to the foregoing) and Guarantor's nature of involvement with the Loan Parties and their business operations (to the same or greater degree as in effect on and as of the date hereof) (i) are material to the success of the Loan Parties and their business operations, (ii) are necessary for the continued operation of the Loan Parties as a going concern, and (iii) were and continue to be a material inducement for Agent and Lenders to enter into the Loan Documents and provide the Loans and other financial accommodations further described therein; (y) were Guarantor to (i) cease or diminish in bad faith his involvement with the Loan Parties or their business operations or (ii) engage in certain actions (including, without limitation, providing aid or assistance to any competitor of any Loan Party, selling, licensing, or otherwise disposing of any of Guarantor's Intellectual Property, and disclosing any Loan Party's business secrets or other confidential information), the Loan Parties and their business operations

would be materially and irreparably harmed and the value of the Loan Parties, their business operations, and their Collateral would be materially and irreparably diminished in value, thereby compromising the credit worthiness of the Loan Parties in a material way and, by extension, Agent's and Lenders' ability to recover all or any of their Loans and other financial accommodations made to the Loan Parties; and (z) the covenants, terms, and conditions set forth in this Section 5.4, as well as Guarantor's agreement to be bound thereby, were and are a material inducement for Agent and the Lenders to provide the Loans and other financial accommodations under the Loan Documents. As such, in addition to the other covenants set forth herein and notwithstanding anything to the contrary set forth herein or in any Loan Document, Guarantor hereby agrees to the following:

(a) *Nondisparagement*. Except as may be required by law, due legal process or to enforce the terms of this Agreement, Guarantor will not make any oral or written statement to any third-party (including but not limited to any current or prospective employee, customer, supplier, or vendor of any Loan Party or any of their respective parents, subsidiaries or Affiliates) that disparages any Loan Party or any of their respective parents, subsidiaries or Affiliates (collectively, the "Group") or any of the Group's past or present directors, officers, products or services.

(b) *Noncompetition*. Guarantor, in his individual capacity and not in his capacity as an officer of any member of the Group, shall not, at any time during the Restricted Period, anywhere in the Restricted Territory: (x) participate in a Restricted Business; (y) directly or indirectly hire, employ, engage or solicit for employment or engagement any individual who is or was, during the prior twenty four (24) months, an employee of the Group or otherwise seek to adversely influence or alter any such individual's relationship with the Group; or (z) directly or indirectly solicit, engage or encourage any individual or entity that is or was, during the prior twenty four (24) months, a customer, supplier, or vendor of the Group to terminate or otherwise alter his, her or its relationship with the Group.

i. Subject to Section 5.4(b)(iii) below, for purposes of this Article V, the following terms shall have the following meanings:

"participate" or "participation" means to have any direct or indirect interest, whether as an officer, director, employee, partner, member, manager, sole proprietor, agent, representative, independent contractor, consultant, franchisor, franchisee, creditor, owner or otherwise; provided, however, that the term "participate" shall not include ownership of less than one (1%) percent of a class of stock of a publicly-held corporation which is traded on a national securities exchange or in the over-the-counter market, so long as Guarantor does not have any active participation in the business or management of such entity.

"Restricted Business" means any enterprise, business or venture, which is engaged in (or which proposes to engage in and subsequently does engage in) the development, production, merchandising, distribution, service, or sale of any products, goods, or services of the same or substantially similar type or nature as, or are otherwise competitive with, those which are developed, produced, merchandised, distributed, serviced, or sold by any member of the Group, but excluding (for purposes of this Section 5.4) Agent and its Affiliates.

"Restricted Period" means the period of time from the date hereof through and including the date that is ninety-one (91) days following the indefeasible payment in full of all Obligations (other than contingent indemnification obligations for which no claim has been made) and all Guaranteed Obligations (other than contingent indemnification obligations

for which no claim has been made), except that the Restricted Period shall be extended for a period equal to any time period that Guarantor is in violation of this this Section 5.4(b).

"Restricted Territory" means anywhere in the United States and/or any other reasonably delineated geographic area(s) in which the Group conducts business at any time during the Restricted Period.

ii. Guarantor acknowledges that the covenants contained in this Article V (collectively the "Covenants") are reasonable and necessary to protect (x) the legitimate business interests of Loan Parties and, by extension (as a result of the Loans and other financial accommodations provided for under the Loan Documents), those of Agent and the Lenders, and (y) the credit investment and other financial interests in the Loan Parties by and of Agent and the Lenders (including, without limitation, the Collateral and the value thereof, as well as Agent's and the Lenders' interests therein), including trade secrets, valuable confidential business or professional information, substantial relationships with specific prospective or existing customers and clients, and the Group's expenditure of significant time and resources with respect to the extraordinary or specialized training of Guarantor and creation of customer goodwill. Guarantor further acknowledges that: (i) Guarantor is one of a limited number of persons who has been and will be developing the Group's business; (ii) Guarantor has and will continue to occupy a position of trust and confidence with the Group prior to and following the date hereof, and, during the Restricted Period, Guarantor will continue to become familiar with the Group's trade secrets and with other proprietary and confidential information concerning the various members of the Group and their respective businesses; (iii) the agreements and covenants contained in this Agreement are essential to protect the Group and the goodwill of the businesses of its respective members (which, for the avoidance of doubt, constitute Collateral) and are a condition precedent to Agent and the Lenders entering into this Agreement and providing the Loans and other financial accommodations under the Loan Documents; (iv) Guarantor's participation with the Group has special, unique and extraordinary value to the Group and the Group would be irreparably damaged if Guarantor were to provide services to any person or entity in violation of the provisions of this Agreement; and (v) in the event of a termination of this Agreement, Guarantor's experiences and capabilities are such that Guarantor can obtain gainful employment without violating this Agreement. Notwithstanding the foregoing, nothing in this Article V shall limit Guarantor's obligations to the Group under the Uniform Trade Secrets Act of any state or other jurisdiction of the U.S. or any similar common law or statute which may apply.

iii. The Guarantor acknowledges and agrees that the business of the Group is and will be international in scope and thus the covenants in this Article V would be insufficient to protect the Group if the covenants were to be limited to a more limited geographic area. If any court of competent jurisdiction at any time deems the Restricted Period unreasonably lengthy, or the Restricted Territory unreasonably extensive, or any of the covenants set forth in this Article V not fully enforceable, then all other provisions of this Article V, and all other provisions of this Agreement in general, will nevertheless stand and, to the full extent consistent with law, continue in full force and effect, and it is the intention and desire of the parties hereto that the court treat any provisions of this Agreement that are not fully enforceable as having been modified to the minimum extent deemed necessary by the court to render them reasonable and enforceable and that the court enforce them to such extent (for example, that the Restricted Period be deemed to be the longest period permissible by law, but not in excess of the length provided for in this Section 5.4(b), and the Restricted Territory be deemed to comprise the largest territory permissible by law under the

circumstances, but not in excess of the territory provided for in this Section 5.4(b)). If under applicable law, modification by the court is limited to "blue pencil" interpretation or to striking particular provisions, then it is hereby request by the parties hereto that such court modify the definitions and other provisions set forth in this Article V with as limited an extent necessary to render the provisions of this Article V valid and enforceable.

(c) *Confidentiality*. Subject to Section 5.4(b)(iii) above, Guarantor will not (i) retain or use Confidential Information for the benefit, purposes or account of Guarantor, in his individual capacity, or any other person or entity outside of the Group (other than the Group's professional advisers in the ordinary course of business who are bound by confidentiality obligations); or (ii) disclose, divulge, reveal, communicate, share, transfer or provide access to Confidential Information to any person or entity outside the Group (other than the Group's professional advisers in the ordinary course of business who are bound by confidentiality obligations). The obligations of this Section 5.4(c) shall not apply to any Confidential Information that subsequently becomes generally known to the public through no fault of Guarantor, that is obtained by Guarantor from a third party not known by Guarantor to be under obligations of confidentiality to the Group, that is required to be disclosed by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, as further described in Section 5.4(c)(iii) below, or that is independently developed by Guarantor without breaching this Agreement.

i. Subject to Section 5.4(b)(iii) above, the term "Confidential Information" means, individually and collectively, at any time, the trade secrets or other non-public valuable confidential business or professional information of the Group, which shall include, but shall not be limited to, the whole or any portion of the following: (i) customer and prospective customer lists, files, records, tapes and other media; (ii) business plans, strategic planning documents and studies; (iii) custom or specialized market research techniques; (iv) information regarding the abilities and expertise of the Group's employees and contractors and their compensation; (v) research, designs and development pertaining to existing and future products and services, including but not limited to any specialized or custom software or programs; (vi) marketing strategy and activities whether past, current or projected, including, but not limited to, proposals and bids to customers and prospects, strategic data including marketing and development plans, business plans, forecasts and forecast assumptions, and future plans and potential strategies of the Group which have been or are being discussed; (vii) pricing, billings, budgets, forecasts, accounting, selling, marketing, costs, profits, sales (including but not limited to sales history, terms and conditions); (viii) financial and legal affairs of the Group; (ix) information entrusted to the Group by customers or other third parties; and (x) all Intellectual Property, trade secrets, formulations inventions, whether patentable or not, know-how or works of authorship of the Group. Such Confidential Information may include unwritten information, techniques, processes, practices or knowledge.

ii. Subject to Section 5.4(b)(iii) above, in the event Guarantor's participation with the Group ceases for any reason, the Guarantor shall immediately (i) cease and not thereafter commence use of any Confidential Information or Intellectual Property (including without limitation, any patent, invention, copyright, trade secret, trademark, trade name, logo, domain name or other source indicator) owned or used by the Group; (ii) immediately destroy, delete, or return to the Group, at the Group's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in Guarantor's possession or control (including any of the foregoing stored or located in Guarantor's office, home, laptop or other computer, whether or not property of the Group) that contain Confidential Information or otherwise relate to the business of

the Group, except that Guarantor may retain only those portions of any personal notes, notebooks and diaries that do not contain any Confidential Information; and (iii) notify and fully cooperate with the Group regarding the delivery or destruction of any other Confidential Information of which Guarantor is or becomes aware.

iii. Nothing herein shall be construed as, or shall interfere with, abridge, limit, restrain, or restrict Guarantor's (or Guarantor's attorney's) right, without prior authorization from or notification to the Group, Agent, or Lenders: (i) to communicate with any federal, state, or local government agency charged with the enforcement and/or investigation of claims of discrimination, harassment, retaliation, improper wage payments, or any other unlawful employment practices under federal, state, or local law, or to file a charge, claim, or complaint with, or participate in or cooperate with any investigation or proceeding conducted by, any such agency; (ii) to report possible violations of federal, state, or local law or regulation to any government agency or entity, including but not limited, to the extent applicable, to the U.S. Department of Labor, the Department of Justice, the Securities and Exchange Commission (the "SEC"), the Congress, and/or any agency Inspector General, or make other disclosures that are protected under the whistleblower provisions of federal, state, or local law or regulation; or (iii) to communicate directly with, respond to any inquiry from, or provide testimony before, to the extent applicable, the SEC, the Financial Industry Regulatory Authority, any other self-regulatory organization, or any other federal, state, or local regulatory authority, regarding this Agreement or its underlying facts or circumstances.

iv. In addition, Guarantor shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Further, in the event that Guarantor files a lawsuit for retaliation by the Group for reporting a suspected violation of law, Guarantor may disclose the trade secret to Guarantor's attorney and use the trade secret information in the court proceeding, if Guarantor: (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

(d) *Intellectual Property*. If Guarantor creates, invents, designs, develops, contributes to or improves any works of authorship, inventions, intellectual property, materials, documents or other work product, either alone or with third parties, at any time during Guarantor's participation with the Group and within the scope of such participation and/or with the use of Group resources or for the Group's benefit ("Company Works"), Guarantor shall promptly and fully disclose same to the Group and hereby **IRREVOCABLY** assigns, transfers and conveys, to the maximum extent permitted by applicable law, all rights and intellectual property rights therein (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) to the Group to the extent ownership of any such rights does not vest originally in the Group.

i. Guarantor shall take all requested actions and execute all requested documents (including any licenses or assignments required by a government contract) at the Group's expense (but without further remuneration) to assist the Group in validating, maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of the Group's rights in the Company Works. If the Group is unable for any other reason to secure Guarantor's signature on any document for this purpose, then Guarantor hereby **IRREVOCABLY** designates and appoints Borrower Representative and its duly

authorized officers and agents as Guarantor's agent and attorney in fact, to act for and in Guarantor's behalf and stead to execute any documents and to do all other lawfully permitted acts in connection with the foregoing.

ii. Guarantor shall comply with all relevant policies and guidelines of the Group regarding the protection of Confidential Information and Intellectual Property and potential conflicts of interest, provided same are consistent with the terms of this Agreement. Guarantor acknowledges that the Group may amend any such policies and guidelines from time to time, and that Guarantor remains at all times bound by their most current version.

iii. Confidential Information and Company Works, as defined herein, shall not include any publicly available information or any information entirely unrelated to the Group and its business operations.

Section 5.5 Miscellaneous. For the avoidance of doubt, Guarantor hereby acknowledges and agrees that the breach of any covenant or other provision set forth in Sections 5.2 through 5.4 of this Agreement, as well as any neglect, material failure, or refusal of or by Guarantor to perform his duties hereunder in a professional and diligent manner shall be deemed to be material breach of this Agreement and entitle Agent to exercise the rights and remedies described in Section 4.2 hereof (at Agent's sole discretion and at Guarantor's sole cost).

(a) *Remedies*. Guarantor acknowledges and agrees that the Agent's remedies at law for a breach or threatened breach of any of the Covenants of this Article V would be inadequate and the Company would suffer irreparable damages as a result of such breach or threatened breach. In recognition of this fact, Guarantor agrees that, in the event of such a breach or threatened breach of the Covenants set forth in this Article V, in addition to any remedies at law, the Agent, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available. The Agent may elect to seek one or more of these remedies at its sole discretion on a case-by-case basis. Failure to seek any or all remedies in one case does not restrict the Agent from seeking any remedies in another situation. Such action by the Agent shall not constitute a waiver of any of its rights.

(b) *Tolling*. In the event of a breach by Guarantor of any Covenant, the running of the period of restriction for such Covenant shall be immediately and automatically tolled and suspended for the amount of time that the breach continues, and shall automatically recommence when the breach is remedied.

[*remainder of page left intentionally blank, signature pages follow*]

IN WITNESS WHEREOF, the undersigned has caused this Guaranty Agreement to be duly executed and delivered as of the date first written above.

Shawne Merriman,
as Guarantor



ACCEPTED AND AGREED TO
as of the date first above written:

A.R.I. AGENT, LLC,
as Agent

DocuSigned by:
By: Zack Ellison
65F2C1EBF0FF49D...
Name: Zack Ellison
Title: Managing Member

SCHEDULE A

List of Guarantor's Collateral

1. Investment Property
2. Intellectual Property of Guarantor (including all goodwill)
3. All products and proceeds of the foregoing

SCHEDULE B

List of Liens on Guarantor's Collateral

None.

Exhibit E

APPLIED REAL INTELLIGENCE

PERFECTION CERTIFICATE AND LEGAL DILIGENCE RE UEST

The undersigned, the manager of Lights Out Holdings LLC, a Limited Liability Company under the laws of Wyoming (the "Company"), hereby represents and warrants to you on behalf of Company as follows:

NAMES OF COMPANY

a. The name of Company as it appears in its current Certificate of Organization as in effect on this date is: Lights Out Holdings LLC.

b. The federal employer identification number of Company is: .

c. Company is formed under the laws of the state of Wyoming.

d. The organizational identification number of Company issued by its jurisdiction of formation is: 2024-001461619.

e. Company is duly qualified to transact business as a foreign entity in the following jurisdictions (list jurisdictions other than jurisdiction of formation): **NONE**.

f. Company transacts business in the following jurisdictions (list jurisdictions other than jurisdiction of formation): **NONE**.

g. The following is a list of all other names (including fictitious names, d/b/a's, trade names or similar names and including former legal names) currently used by Company or used within the past five years: (Check if none: ☒)

Name	Period of Use

h. The following are the names of all entities which have been merged into Company during the past five years: (Check if none: ☒)

Name of Merged Entity	Year of Merger

i. The following are the names and addresses of all entities from whom Company has acquired any personal property in a transaction not in the ordinary course of business during

the past five years, together with the date of such acquisition and the type of personal property acquired (e.g., equipment, inventory, etc.): (Check if none: ☒)

Name	Address	Date of Acquisition	Type of Property

NATURE OF BUSINESS OF COMPANY The business operations of, or specific assets held by, Company and each of its subsidiaries are as follows: Holding company for Intellectual Property.

PARENT SUBSIDIARIES OF COMPANY

a. Set forth below is the record owner, percentage ownership and certification of equity interests of Company (other than the parent entity): (Check if none: ☒)

Re ord Owner s	**Per enta e Ownershi**	**Certifi ated or Un ertifi ated**

b. The legal name of each subsidiary and parent of Company is as follows. (A "parent" is an entity owning more than 50% of the outstanding ownership interest of Company. A "subsidiary" is an entity, 50% or more of the outstanding ownership interest of which is owned by Company. (Check if none: ☐)

Name	Jurisdiction	Date of Formation	Subsidiary /Parent	Fed. Employer ID No.
M250124 LLC	Wyoming	02/05/2024	PARENT	99-1786183

c. The following is a list of all other names (including fictitious names, d/b/a's, trade names or similar names and including former legal names) currently used by each subsidiary of Company or used during the past five years: (Check if none: ☒)

Name	Subsidiary

d. The following are the names of all entities which have been merged into a subsidiary of Company during the past five years: (Check if none: ☒)

Name	Subsidiary

e. The following are the names and addresses of all entities from whom each subsidiary of Company has acquired any personal property in a transaction not in the ordinary course of business during the past five years, together with the date of such acquisition and the type of personal property acquired (e.g., equipment, inventory, etc.): (Check if none: ☒)

Name	Address	Date of Acquisition	Type of Property	Subsidiary

f. Each subsidiary of Company is duly qualified to transact business as a foreign entity in the following jurisdictions (list jurisdictions other than jurisdiction of formation): _____.

g. Each subsidiary of Company transacts business in the following jurisdictions (list jurisdictions other than jurisdiction of formation): _____.

LOCATIONS OF COMPANY AND ITS SUBSIDIARIES

a. The chief executive offices of Company and its subsidiaries are presently located at the following addresses:

Complete Street and Mailing Address, including County and ip Code	Company/Subsidiary
1309 Coffeen Avenue STE 1200 Sheridan Wyoming 82801	Lights Out Holdings LLC

b. Company's books and records and those of its subsidiaries are located at the following additional addresses (if different from the above):

Complete Street and Mailing Address, including County and ip Code	Company/Subsidiary
2877 Paradise Rd unit 406 Las Vegas, NV 89109-5240	Lights Out Holdings LLC

c. The following are all the locations where Company and its subsidiaries own, lease, or occupy any real property:

Complete Mailing Address, including County and ip Code	Lease/Owned	Company/Subsidiary	Nature and Current Use of Property

d. The following are all of the locations where Company and its subsidiaries maintain any inventory, equipment, or other property: (Check if none: ☒)

Complete Address	Company/Subsidiary	Approx. Dollar Value of Collateral Held at Location

e. The following are the names and addresses of all warehousemen, bailees, or other third parties who have possession of any of Company's inventory or equipment or any of the inventory or equipment of its subsidiaries: (Check if none: ☒)

Name	Complete Street and Mailing Address, including County and ip Code	Company/Subsidiary	Approx. Dollar Value of Collateral Held at Location

f. The following is a complete list of all other offices or other facilities (other than those described above) where the Company or its subsidiaries have done business within the United States and Canada in the past 5 years. (Check if none: ☒)

Complete Address	Company/Subsidiary

INTELLECTUAL PROPERTY

a. Please attach as Exhibit A a list of all patents, copyrights, trademarks, trade names and service marks registered for or which applications are pending in the name of Company or any of its subsidiaries. Please include the name of such intellectual property, the grant date or application date, as applicable, the registration or application number, as applicable, and the country of such registration or application. (Check if none: ☐)

b. Set forth below is a list of all source code escrow agreements to which (i) Company or any subsidiary is a party to or (ii) any of Company or any subsidiary's intellectual property rights are subject to. (Check if none: ☒)

Agreement	Date	Related Intellectual Property

c. Set forth below is a list of all inbound and outbound licenses, franchise or other agreements relating to trademarks, patents, copyrights and other know-how to which Company or any subsidiary is a party and that require payments in excess of $50,000 per fiscal year individually. (Check if none: ☒)

Agreement	Date	Related Intellectual Property

d. Set forth below is a list of all exclusive inbound and outbound licenses, franchise or other agreements relating to trademarks, patents, copyrights and other know-how to which Company or any subsidiary is a party (including for the avoidance of doubt the right to monetize or exploit such intellectual property in any specific country or geographic region). (Check if none: ☒)

Agreement	Date	Related Intellectual Property

e. Set forth below is a list of all material software or other materials used by any Company or any of its subsidiaries (or used in Company's or any subsidiaries' products) that are subject to an open-source or similar license (including but not limited to the General Public License, Lesser General Public License, Mozilla Public License, or Affero License) (collectively, "Open Source Licenses") in a manner that would cause such software or other materials to have to be: (Check if none: ☒)

(i) distributed to third parties at no charge or a minimal charge (royalty-free basis);

(ii) licensed to third parties to modify, make derivative works based on, decompile, disassemble, or reverse engineer; or

(iii) used in a manner that does could require disclosure or distribution in source code form.

Agreement	Date	Related Intellectual Property

f. Set forth below are all intercompany agreements with respect to the development, use or transfer of, or cost-sharing related to, such intellectual property or technology. (Check if none: ☒)

Agreement	Date	Related Intellectual Property

INVESTMENT PROPERTY INSTRUMENTS ACCOUNTS

a. The following is a complete list of all stocks, bonds, debentures, notes (under which Company or any subsidiary is a payee), commodity contracts and other securities owned by Company and any subsidiary of the Company: (Check if none: ☒)

Name of Issuer	Description and Value of Security	Company/Subsidiary

b. The following are all financial institutions at which Company and its subsidiaries maintain deposit accounts: (Check if none: ☒)

Bank Name	Account Number	Branch Address	Company/ Subsidiary	Purpose of Account	Avg. Balance

c. The following are all financial institutions at which Company and its subsidiaries maintain securities accounts: (Check if none: ☒)

Bank or Brokerage Name	Account Number	Branch Address	Company/ Subsidiary	Purpose of Account	Avg. Balance

d. Does the Company regularly receive letters of credit from customers to secure payments owed to the Company The following is a list of letters of credit naming Company as "beneficiary" thereunder: (Check if none: ☒)

LC Number	Name of LC Issuer	LC Applicant

e. Set forth below is (i) a true and correct list of all duly authorized, issued and outstanding types of stock or membership interests of Company and each subsidiary and, on a post-closing basis, the record and beneficial ownership of such stock or membership interests; (ii) a list of each equity investment of Company and each subsidiary in any person; and (ii) a list of all equity documents or other investment documents that permit redemption or similar rights to redeem either automatically or at the option of the holder of such equity right: (Check if none: ☐)

(i) M250124, LLC holds 100% of the membership interests of the Company.

INDEBTEDNESS

Set forth below is a list and attached hereto are copies of, all agreements, promissory notes, indentures and other documents relating to any indebtedness of Company and its subsidiaries, including without limitation loan agreements, note indentures, letters of credit, reimbursement agreements, mortgages and guaranties of the indebtedness of others. (Check if none: ☒)

Agreement	Date	Description of Indebtedness

ENCUMBRANCES

Company's and its subsidiaries' property are subject to the following liens or encumbrances: (Check if none: ☒)

Name of Holder of Lien/Encumbrance	Description of Property Encumbered	Company/Subsidiary

MATERIAL AGREEMENTS

Set forth below is a list of, and attached hereto, are copies of, all Material Agreements. "Material Agreement" means each (a) agreement, license or contract to which the Company is a party and involving the receipt or payment of amounts in the aggregate exceeding $250,000 per year and (b) each agreement or contract to which the Company is a party the termination of which could cause a material adverse effect on the operations, business, assets, properties, or condition of the Company: (Check if none: ☒)

Name of Material Agreement	Description of ey Terms	Company/Subsidiary

LITIGATION COMMERCIAL TORT CLAIMS

a. The following is a complete list of pending and threatened litigation or claims involving amounts claimed against Company or any of its subsidiaries in an indefinite amount or in excess of $150,000 in each case: (Check if none: ☒)

Litigation Matter	Description and Current Status (including $ amount)	Company/Subsidiary

b. The following are the only claims (including, without limitation, commercial tort claims) which Company or any of its subsidiaries has against others (other than claims on accounts receivable), which Company is asserting or intends to assert, and in which the potential recovery exceeds $150,000: (Check if none: ☒)

Claim	Description and Current Status (including $ amount)	Company/Subsidiary

TA ES

The following tax assessments are currently outstanding and unpaid: (Check if none: ☒)

Assessing Authority	Amount and Description

INSURANCE BRO ER

The following broker handles Company's and its subsidiaries' property insurance:

Broker	Contact Name	Telephone	Email

OFFICERS OF THE COMPANY AND ITS SUBSIDIARIES

The following are the names and titles of the officers of the Company and its subsidiaries.

Office/Title	Name of Officer	Name of Company/Subsidiary

Manager and Chief Executive Officer	Shawne Merriman	Lights Out Holdings LLC

IRS FORM W W

The Company's completed and executed IRS Form W9 and each subsidiary's completed and executed IRS Form W9/W8 (as applicable) is attached hereto as Exhibit B.

LEGAL COUNSEL

The following attorney(s) will represent the Company and its subsidiaries in connection with the loan documents:

Name of Attorney	Name of law firm / address	Telephone	Fax	Email
Mehak Rashid	Legal Scale LLP	732-476-9043		mehak legalscale.com

HEALTHCARE MATTERS

a. The following is a description of any facts and circumstances where the facilities or licensed employees and contractors of Company or any of its subsidiaries, in their respective duties on behalf of Company or such subsidiary, are not in compliance with any applicable healthcare laws or, to the knowledge of Company or any subsidiary, any presently existing circumstances which would result or likely would result in material violations of such healthcare laws, including all federal, state or local laws, rules, regulations governing or regulating the provision of, or payment for, medical services, or the sale of medical supplies: (Check if none: ☒)

b. The following is a description of any circumstances where Company or any of its subsidiaries has not maintained in all material respects all records required to be maintained by the Joint Commission on Accreditation of Healthcare Organizations, the Food and Drug Administration of the United States ("FDA"), Drug Enforcement Agency and State Boards of Pharmacy, as required by applicable healthcare laws: (Check if none: ☒)

FDA AND RELATED REGULATORY MATTERS

a. The following is a list of all products designed, manufactured, distributed and/or sold by or for Company or any of its subsidiaries that are subject to regulatory review and approval by the FDA: (Check if none: ☒)

b. The following is a complete description of any FDA protocols applicable to

products designed, produced, sold or distributed by Company or its subsidiaries: (Check if none: ☒)

c. The following is a description of any pending or threatened federal (DOJ, FDA, FTC, or other entity) or state or foreign government civil or criminal legal actions including, but not limited to, consent decrees, injunctions, product seizures, civil penalties, untitled letters, Warning Letters, and import detentions within the past five years, and attached hereto are copies of all related documentation and a summary of any investigative inquiries received from any government entity within the past five years related to products or regulatory compliance, including current status of inquiry: (Check if none: ☒)

d. The following is a description of all information, analysis, status, and plans to evaluate any pending safety issue (including product-specific or relevant class issues): (Check if none: ☒)

e. The following is a description of any of the following that has occurred during the past five years: (i) all sites inspected by FDA, including dates, location, and outcome of inspection; (ii) all FDA Establishment Inspection Reports ("EIRs") and all related correspondence and documentation, including Company s written responses and documentation of corrective actions; (iii) all FDA Form 483s and all related correspondence and documentation, including Company s written responses and documentation of corrective actions; and (iv) all site inspections by state or local regulatory authorities related to drug or medical device products: (Check if none: ☒)

f. The following is a description of (and attached hereto are copies of) all federal, state, local and foreign governmental, quasi-governmental or regulatory permits, licenses, consents, approvals, clearances, authorizations, registrations, filings and entitlements (including import/export licenses/certificates) regarding organization, regulated products and current and future projects or services that are material to Company or any of its subsidiaries (please indicate on the list the expiration date, if any, of the items and any requirements for new applications or notifications): (Check if none: ☒)

g. The following is a description of (and attached hereto are copies of) any documentation regarding the potential failure of Company or any of its subsidiaries to manufacture in accordance with FDA s cGMP requirements (or the foreign counterpart of any of these requirements), including internal and third-party audit reports and related documentation: (Check if none: ☒)

h. The following is a description of all current clinical investigations sponsored by Company or its subsidiaries, including a list of all study protocols, study sites, and clinical investigators involved at each site and any documentation or notices received from a governmental authority (including the FDA) stating that such clinical trials are not being conducted in material accordance with applicable FDA requirements: (Check if none: ☒)

i. The following is a description of (and attached hereto are copies of) any documentation regarding any recalls, corrections, removals, field actions, field notifications, market withdrawals, Dear Doctor Letters, and safety alerts related to the products of Company or its subsidiaries within the past five years: (Check if none: ☒)]

PLANS Below is a list of all pension plans, profit sharing plans, 401(k) plans, deferred compensation plans, retirement savings plans and similar plans subject to federal ERISA statute maintained, sponsored or contributed to by the Company and its subsidiaries (excluding any vacation plans, health insurance plans or similar employee welfare plans not subject to Title IV of ERISA). To the extent that any such plans are defined benefit plans or are otherwise subject to Title IV of ERISA, please so indicate. (Check if none: ☒)

SPECIAL TYPES OF COLLATERAL Set forth below is a complete list of all of the following types of collateral, if any, of any Company: (a) motor vehicles, (b) aircrafts and airplanes, (c) boats and vessels, (d) rolling stock, (e) contracts giving rise to accounts receivable from a governmental entity, (f) oil, gas, minerals and as-extracted collateral, or (g) FCC licenses. (Check if none: ☒)

Name of Company/Subsidiary	Amount and Description

REGULATIONS Set forth below is a description of any applicable law, rule or other regulation to which any Company is subject, other than such laws, rules and regulations which are applicable to companies generally regardless of line of business, type of assets owned, etc. (Check if none: ☒)

LEGAL DUE DILIGENCE RE UEST LIST

Please provide the following as soon as possible to expedite draft documents:

Diligence Item	Comment	Provided	Not Applicable
Structure chart for Company and its affiliates		X	
Certificate / Articles of Incorporation / Formation for Company and each parent entity or subsidiary, as in effect, certified by applicable secretary of state		X	
Bylaws / Operating Agreement (or equivalent) for Company and each parent entity or subsidiary, as in effect		X	
Capitalization table		X	
Closing volume for each acquisition (stock or asset purchase) or merger completed in most recent 5 years			X
Closing volume for most recently completed financing			X
Copies of agreements referenced in Schedule 7, including any amendments			X
Copies of any loan agreements in effect (including facilities to be repaid concurrently with closing), or, if applicable, term sheets for any loan facilities to close concurrently, including any amendments			X
Copies of any subordinated / convertible note financings, including any amendments			X

[Signature Page Follows]

Company hereby represents and warrants that all of the information set forth in this Perfection Certificate and any continuation pages attached hereto is true and correct as of the date hereof, and Company acknowledges that Applied Real Intelligence and its affiliates are entitled to rely upon such information and presume it is correct in every respect.

Date: 12/31/2024

LIGHTS OUT HOLDINGS LLC

By: _____

Name: Shawne Merriman

Title: Manager

E HIBIT A

INTELLECTUAL PROPERTY

PATENTS

None.

COPYRIGHTS

OWNER	COPYRIGHT	REGISTRATION NUMBER	REGISTRATION DATE
LIGHTS OUT HOLDINGS LLC	Photographs of Birthday Celebration	Vau001006116	11/20/09

TRADEMAR S

OWNER	DESCRIPTION	SERIAL/ REGISTRATION NUMBER	APPLICATION/REGISTRATION DATE
LIGHTS OUT HOLDINGS LLC	LIGHTS OUT	77163746/4242170	11/13/12
LIGHTS OUT HOLDINGS LLC	LIGHTS OUT SPORTS TV	98701781	8/16/24
LIGHTS OUT HOLDINGS LLC	LIGHTS ON	77163743/3966565	5/24/11
LIGHTS OUT HOLDINGS LLC	LIGHTS OUT	86888080/5868683	9/24/19
LIGHTS OUT HOLDINGS LLC	LIGHTS OUT	85289437/4667833	1/6/15
LIGHTS OUT HOLDINGS LLC	THE ULTIMATE FAN ONE	98701784	8/16/24
LIGHTS OUT HOLDINGS LLC	LIGHTS OUT	77981840/3990916	7/5/11
LIGHTS OUT HOLDINGS LLC	XX	87434898/5635569	12/25/18
LIGHTS OUT HOLDINGS LLC	LIGHTS OUT	86743803/5448892	4/17/18
LIGHTS OUT HOLDINGS LLC	LIGHTS OUT	78213141/2885212	9/14/04

TRADE NAMES

None.

SERVICE MAR S

None.

DOMAIN NAMES

None.

E HIBIT B

W s and W s

Exhibit H

Execution Version

AMENDED AND RESTATED PERSONAL GUARANTY

This **AMENDED AND RESTATED PERSONAL GUARANTY** (including all annexes and schedules hereto, as the same may be amended, amended and restated, restated, supplemented, or otherwise modified from time to time, this "Agreement"), dated as of June 29, 2025 (the "Effective Date"), by Shawne Merriman, a natural person currently residing at 2877 Paradise Rd., Unit 406, Las Vegas, NV 89109 ("Guarantor"), in favor of A.R.I. AGENT, LLC, as administrative agent and collateral agent for below referenced Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of May 13, 2024 (as amended by that certain Limited Waiver and First Amendment to Loan and Security Agreement, dated as of December 23, 2024 (the "First Amendment"), as further amended by that certain Limited Waiver and First Amendment to Loan and Security Agreement, dated as of April 10, 2025, as further amended by that certain Third Amendment to Loan and Security Agreement, dated as of the date hereof and as the same may be further amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among LIGHTS OUT XF, INC., a Delaware corporation ("Borrower"), the other Loan Parties party thereto, the lenders party thereto (collectively, "Lenders", and each, a "Lender"), and Agent, Agent has agreed to make certain extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein (the "Loans");

WHEREAS, in connection with the First Amendment, Guarantor agreed to guaranty the Obligations by entering into the Guaranty Agreement, dated as of December 23, 2024 (the "Original Guaranty");

WHEREAS, in connection with the Third Amendment, the Guarantor and Agent have agreed to amend and restate the Original Guaranty in its entirety;

WHEREAS, Guarantor will derive substantial direct and indirect benefits from the making of the Loans under the Loan Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Agent and Lenders to make certain Loans and other financial accommodations to the Borrower under the Loan Agreement that the Guarantor shall have executed and delivered this Agreement to Agent and, accordingly, Guarantor desires to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises hereof and to induce Agent and Lenders to make certain Loans and other financial accommodations to the Borrower under the Loan Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by all parties hereto), Guarantor hereby agrees with Agent (acting on behalf of itself and the Lenders) to amend and restate the Original Guaranty as follows:

ARTICLE I – DEFINED TERMS

Section 1.1 Definitions. Capitalized terms used herein without definition are used as defined in the Loan Agreement or, if not defined therein, as defined in the UCC. The following terms shall have the following meanings:

"Agreement" has the meaning specified in the preamble.

"Fraudulent Transfer Laws" has the meaning set forth in Section 2.2.

"Guaranteed Obligations" has the meaning set forth in Section 2.1.

"Guarantor" has the meaning specified in the preamble.

"Guaranty" means the guaranty of the Guaranteed Obligations made by the Guarantor as set forth in this Agreement.

"Investment Property" means any Equity Interests which are owned or beneficially held by Guarantor.

Section 1.2 Certain Other Terms.

(a) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. References herein to an Annex, Schedule, Article, Section or clause refer to the appropriate Annex or Schedule to, or Article, Section or clause in this Agreement. Where the context requires, provisions relating to any Collateral when used in relation to Guarantor shall refer to Guarantor's Collateral or any relevant part thereof.

(b) Other Interpretive Provisions.

i. Defined Terms. Unless otherwise specified herein or therein, all terms defined in this Agreement shall have the defined meanings set forth in the Loan Agreement or, as applicable, as used in any certificate or other document made or delivered pursuant hereto or thereto.

ii. The Agreement. The words "hereof", "herein", "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

iii. Certain Common Terms. The term "including" is not limiting and means "including without limitation."

iv. Performance; Time. Whenever any performance obligation hereunder shall be stated to be due or required to be satisfied on a day other than a Business Day, such performance shall be made or satisfied on the next succeeding Business Day. In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including"; the words "to" and "until" each mean "to but excluding", and the word "through" means "to and including."

v. Contracts. Unless otherwise expressly provided herein, references to agreements and other contractual instruments, including this Agreement, shall be deemed to include all subsequent amendments, thereto, restatements and substitutions thereof and other modifications and supplements thereto which are in effect from time to time, but only to the extent such amendments and other modifications are not prohibited by the terms of the Loan Agreement.

vi. Laws. References to any statute or regulation are to be construed as including all statutory and regulatory provisions related thereto or consolidating, amending, replacing, supplementing or interpreting the statute or regulation.

ARTICLE II – GUARANTY

Section 2.1 Guaranty. To induce the Agent and Lenders to make certain Loans and other financial accommodations to or for the benefit of the Borrower, Guarantor hereby absolutely, unconditionally, and irrevocably guarantees, as primary obligor and not merely as surety, the full and punctual payment when due, whether at stated maturity or earlier, by reason of acceleration, mandatory prepayment, or otherwise in accordance with the Loan Agreement, of all the Obligations whether existing on the date hereof or hereinafter incurred, executed, or created (the "Guaranteed Obligations"). This Agreement by Guarantor hereunder constitutes a guaranty of payment and not of collection.

Section 2.2 Limitation of Guaranty. Any term or provision of this Agreement or the Loan Agreement to the contrary notwithstanding, the maximum aggregate amount for which Guarantor shall be liable hereunder shall not exceed the maximum amount for which Guarantor can be liable without rendering this Agreement or the Loan Agreement, as it relates to Guarantor, subject to avoidance under applicable requirements of applicable law relating to (a) fraudulent conveyance or fraudulent transfer (including the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act and Section 548 of title 11 of the United States Code or any applicable provisions of comparable Requirements of Law) (collectively, "Fraudulent Transfer Laws") or (b) usury. Any analysis of the provisions of this Agreement for purposes of Fraudulent Transfer Laws shall take into account the right of contribution established in Section 2.3 and, for purposes of such analysis, give effect to any discharge of intercompany debt as a result of any payment made under the Guaranty.

Section 2.3 Contribution. To the extent that Guarantor shall be required hereunder to pay any portion of any Guaranteed Obligation exceeding the greater of (a) the amount of the value actually received by Guarantor from the Loans and other Obligations and (b) the amount Guarantor would otherwise have paid if Guarantor had paid the aggregate amount of the Guaranteed Obligations in the same proportion as Guarantor's net worth on the date enforcement is sought hereunder bearing to the aggregate net worth of the Guarantor on such date, then Guarantor shall be reimbursed by Borrower and any other guarantors for the amount of such excess, pro rata, based on the respective net worth of Borrower and such other guarantors on such date.

Section 2.4 Authorization; Other Agreements. Agent is hereby authorized by Guarantor, without notice to, or demand upon, Guarantor and without discharging or otherwise affecting the obligations of Guarantor hereunder and without incurring any liability hereunder, from time to time, to do each of the following:

(a) subject to compliance, if applicable, with the Loan Agreement, (i) with Borrower's consent, modify, amend, supplement, or otherwise change any of the terms of the Loan Agreement, (ii) accelerate or otherwise change the time of any payment under the Loan Agreement, or (iii) waive or otherwise consent to noncompliance with, any Guaranteed Obligation or the Loan Agreement;

(b) apply to the Guaranteed Obligations any sums by whomever paid or however realized to any Guaranteed Obligation in such order as provided in the Loan Agreement;

(c) refund at any time any payment received by Agent in respect of any Guaranteed Obligation;

(d) (i) sell, exchange, enforce, waive, substitute, liquidate, terminate, release, abandon, fail to perfect, subordinate, accept, substitute, surrender, exchange, affect, impair, or otherwise alter or release any Collateral for any Guaranteed Obligation or any other guaranty therefor in any manner, (ii) receive, take, and hold additional Collateral to secure any Guaranteed Obligation, (iii) add, release, or substitute any one or more other guarantors, makers, or endorsers of any Guaranteed Obligation or any part thereof, and (iv)

otherwise deal in any manner with the Borrower or any other guarantor, maker or endorser of any Guaranteed Obligation or any part thereof; and

(e) settle, release, compromise, collect, or otherwise liquidate the Guaranteed Obligations.

Section 2.5 Guaranty Absolute and Unconditional. Guarantor hereby waives and agrees not to assert any defense, whether arising in connection with, or in respect of, any of the following or otherwise, and hereby agrees that its obligations under this Agreement are irrevocable, absolute, and unconditional and shall not be discharged as a result of, or otherwise affected by, any of the following (which may not be pleaded and evidence of which may not be introduced in any proceeding with respect to this Agreement, in each case except as otherwise agreed in writing by Agent, in its sole discretion):

(a) the invalidity or unenforceability of any obligation of Borrower or Guarantor under the Loan Agreement or any other agreement or instrument relating thereto (including any amendment, consent, or waiver thereto), or any security for, or other guaranty of, any Guaranteed Obligation or any part thereof, or the lack of perfection or continuing perfection or failure of priority of any security for the Guaranteed Obligations or any part thereof;

(b) the absence of (i) any attempt to collect any Guaranteed Obligation or any part thereof from Borrower or Guarantor or other action to enforce the same or (ii) any action permitted under the Loan Agreement or applicable law to enforce the Loan Agreement or any lien granted thereunder;

(c) the failure by any or any other natural person, corporation, company or other legal entity to take any steps to perfect and maintain any lien on, or to preserve any rights with respect to, any Collateral;

(d) any workout, insolvency, bankruptcy proceeding, reorganization, arrangement, liquidation, or dissolution by or against Borrower, Guarantor, or any other natural person, corporation, company or other legal entity or any procedure, agreement, order, stipulation, election, action, or omission thereunder, including any discharge or disallowance of, or bar or stay against collecting, any Guaranteed Obligation (or any interest thereon) in or as a result of any such proceeding;

(e) any foreclosure, whether or not through judicial sale, and any other sale or other disposition of any Collateral or any election following the occurrence of an Event of Default, by Agent to proceed separately against any Collateral in accordance with Agent's rights under any applicable requirement of law; or

(f) any other defense, setoff, counterclaim, or any other circumstance that might otherwise constitute a legal or equitable discharge of Borrower or Guarantor, in each case, other than the payment in full of the Guaranteed Obligations (other than contingent indemnification obligations for which no claim has been made).

Section 2.6 Waivers. Guarantor hereby unconditionally and irrevocably waives and agrees not to assert any claim, defense, setoff, or counterclaim based on diligence, promptness, presentment, requirements for any demand, or notice hereunder, including any of the following: (a) any demand for payment or performance and protest and notice of protest; (b) any notice of acceptance; (c) any presentment, demand, protest, or further notice or other requirements of any kind with respect to any Guaranteed Obligation (including any accrued but unpaid interest thereon) becoming immediately due and payable; and (d) any other notice in respect of any Guaranteed Obligation or any part thereof, and any defense arising by reason of any disability or other defense of Borrower or Guarantor. Guarantor further unconditionally and irrevocably agrees not to, until payment in full of the Obligations (other than contingent indemnification obligations for which no claim has been made) and termination of the Loan Agreement, (x) enforce or

otherwise exercise any right of subrogation or any right of reimbursement or contribution or similar right against Borrower or Guarantor by reason of the Loan Agreement or any payment made thereunder or (y) assert any claim, defense, setoff, or counterclaim it may have against any Borrower or any other guarantor or set off any of its obligations to Borrower or any such other guarantors against obligations of Borrower or any such other guarantors to Guarantor. No obligation of Guarantor hereunder shall be discharged other than by complete performance hereunder. Guarantor further waives any right Guarantor may have under any applicable requirement of law to require Agent to seek recourse first against Borrower, any other guarantor, or any other natural person, corporation, company or other legal entity, or to realize upon any Collateral for any of the Obligations, as a condition precedent to enforcing Guarantor's liability and obligations under this Agreement.

Section 2.7 Reliance. Guarantor hereby assumes responsibility for keeping itself informed of the financial condition of the Borrower, and any other guarantor, maker, or endorser of any Guaranteed Obligation or any part thereof, and of all other circumstances bearing upon the risk of nonpayment of any Guaranteed Obligation or any part thereof that diligent inquiry would reveal, and Guarantor hereby agrees that Agent shall not have any duty to advise Guarantor of information known to it regarding such condition or any such circumstances. In the event Agent, in its sole discretion, undertakes at any time or from time to time to provide any such information to Guarantor, Agent shall be under no obligation to (a) undertake any investigation not a part of its regular business routine, (b) disclose any information that Agent, pursuant to accepted or reasonable commercial finance, or banking practices, wishes to maintain confidential, or (c) make any future disclosures of such information or any other information to Guarantor.

Section 2.8 Subordination. Guarantor hereby subordinates the payment of all obligations and indebtedness of the Borrower owing to Guarantor, whether now existing or hereafter arising, including, but not limited to any obligation of the Borrower to Guarantor as subrogee of Agent or resulting from Guarantor's performance under this Agreement, to the indefeasible payment in full, in cash, of all Guaranteed Obligations (other than contingent indemnification obligations for which no claim has been made); provided, that this Section 2.8 shall not prohibit any payment between or among Borrower and Guarantor, to the extent such payment is permitted by the Loan Agreement. If the Agent so requests, so long as not otherwise prohibited by the Loan Agreement, any such obligation or indebtedness of the Borrower to Guarantor shall be enforced and performance received by the applicable Guarantor as trustee for the Agent and the proceeds thereof shall be paid over to Agent on account of the Guaranteed Obligations, but without reducing or affecting in any manner the liability of Guarantor under this Agreement.

ARTICLE III – MISCELLANEOUS

Section 3.1 Limited Liability. Agent shall not be liable for any failure to demand, collect, or realize upon any Guaranteed Obligation or for any delay in doing so or shall be under any obligation to take any action with respect to the Guaranteed Obligations upon the request of Guarantor or any other natural person, corporation, company or other legal entity or to take any other action whatsoever with regard to any Guaranteed Obligation. The powers conferred to Agent hereunder shall not impose any duty upon Agent to exercise any such powers, and Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees, or agents shall be responsible to Guarantor for any act or failure to act hereunder.

Section 3.2 Reinstatement. Guarantor agrees that, if any payment made by Borrower, Guarantor, any other guarantor, or any other natural person, corporation, company or other legal entity and applied to any Guaranteed Obligation is at any time annulled, avoided, set aside, rescinded, invalidated, declared to be fraudulent, or preferential or otherwise required to be refunded or repaid, or the proceeds of any such payment are required to be returned by Agent to any such person or party, its estate, trustee, receiver, or any other party, including Guarantor, under any bankruptcy law, state or federal law, common

law or equitable cause, then, to the extent of such payment or repayment, such Guaranteed Obligation and any lien or other Collateral securing such liability shall be and remain in full force and effect, as fully as if such payment had never been made. If, prior to any of the foregoing, (a) any Guaranteed Obligation or any lien or other Collateral securing Guarantor's liability hereunder or under the Loan Agreement shall have been released or terminated by virtue of the foregoing or (b) any provision of the Loan Agreement or this Agreement shall have been terminated, cancelled, or surrendered, such Guaranteed Obligation, lien, other Collateral, or provision shall be reinstated in full force and effect and such prior release, termination, cancellation, or surrender shall not diminish, release, discharge, impair, or otherwise affect the obligations of Guarantor in respect of any lien or other Collateral securing such obligation or the amount of such payment.

Section 3.3 Release of Guarantees. Pursuant to the terms and conditions of the Loan Agreement, Guarantor shall be released from its obligations hereunder upon payment and satisfaction in full, in cash, in immediately available funds of all of the Loans and all other Obligations (other than contingent indemnification obligations for which no claim has been made). All releases, discharges, and any other documentation or action requested of Agent by Guarantor in connection with this Section 3.3 shall be at Guarantor's sole expense.

Section 3.4 Independent Obligations. The obligations of Guarantor hereunder are independent of and separate from the Guaranteed Obligations. If (a) any Guaranteed Obligation is not paid when due or (b) upon any Event of Default, Agent may, at its sole election, proceed directly and at once, without notice, against Guarantor to collect and recover the full amount of any Guaranteed Obligation then due, without first proceeding against Borrower, any other guarantor, or any Collateral and without first joining Borrower or any other guarantor in any proceeding.

Section 3.5 No Waiver by Course of Conduct. Agent shall not, by any act (except by a written instrument pursuant to Section 3.6), delay, indulgence, omission, or otherwise, be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of Agent, any right, power, or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power, or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. A waiver by Agent of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that Agent or any Lender would otherwise have on any future occasion.

Section 3.6 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented, or otherwise modified, except in writing signed by Guarantor and Agent and otherwise in accordance with Section 12.8 of the Loan Agreement.

Section 3.7 Miscellaneous. The covenants, terms and conditions set forth in Sections 10, 11, 12.1, 12.2(a), 12.3 through and including 12.17, and 13 of the Loan Agreement are hereby incorporated herein by reference, *mutatis mutandis*, and shall apply hereto as if made herein by Guarantor, being applicable to and binding upon Guarantor, with references in such Sections to "Borrower(s)", "Guarantor(s)", or "Loan Party(ies)" replaced with and read herein as Guarantor (to the extent applicable to natural persons).

ARTICLE IV – SECURITY AND COLLATERAL

Section 4.1 Security Interest; Collateral. Guarantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration, or otherwise) of the Guaranteed Obligations and its other obligations hereunder, hereby mortgages, pledges, and

hypothecates to Agent (for the ratable benefit of itself and the Lenders) and grants to Agent (for the ratable benefit of itself and the Lenders) a lien on, and continuing security interest in, all of its right, title, and interest in, to, and under the collateral of Guarantor described on Schedule A hereto (the "Guarantor Collateral"); provided, however, that notwithstanding the foregoing, no lien or security interest is hereby granted on any property upon which such grant would be prohibited by applicable laws (such property, "Excluded Property"); provided, further, that if and when any property shall cease to be Excluded Property, a lien on, and security interest in, such property shall be deemed automatically granted and attached therein.

Section 4.2 Rights and Remedies. Guarantor hereby accepts and agrees that Agent may, at its sole discretion, exercise all rights and remedies available to it under the UCC or any other applicable law in connection with any enforcement of its rights hereunder, including, without limitation, those rights and remedies set forth in Sections 4 and 9 of the Loan Agreement (which are incorporated herein by reference, *mutatis mutandis*), but applied herein and made applicable to and binding upon Guarantor, with references in such Sections to "Borrower(s)", "Guarantor(s)", or "Loan Party(ies)" replaced with and read herein as Guarantor (to the extent applicable to natural persons and the Guarantor Collateral). Notwithstanding anything set forth in this Agreement or the Loan Agreement to the contrary, upon the occurrence of any Event of Default set forth in Section 8 of the Loan Agreement, Event of Default hereunder or the breach of any covenant contained herein, Agent may, at its sole and absolute discretion, take such actions as it deems necessary (including, without limitation, the filing of mortgages and other liens on the Guarantor Collateral and any other acts or actions incidental thereto) in order to preserve and protect its first priority security interest in and to the Guarantor Collateral, which shall all be at Guarantor's sole expense.

(a) *Pledged Collateral*. Upon the occurrence of any Event of Default set forth in Section 8 of the Loan Agreement, Event of Default hereunder or the breach of any covenant contained herein, (i) Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Investment Property and make application thereof to the Guaranteed Obligations and (ii) any and all of such Investment Property shall be registered in the name of the Agent or its nominee, and the Agent or its nominee may thereafter exercise (x) all voting, corporate and other rights pertaining to such Investment Property at any meeting of shareholders or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Investment Property as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of any such Investment Property upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate or other organizational structure, or upon the exercise by the Agent of any right, privilege or option pertaining to such Investment Property, and in connection therewith, the right to deposit and deliver any and all of such Investment Property with any committee, depositary, transfer agent, registrar or other designated agency upon such terms and conditions as the Agent may determine), all without liability except to account for property actually received by it, but the Agent shall have no duty to Guarantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing. In order to permit Agent to exercise the voting and consensual rights to which it may be entitled hereunder and to receive all dividends and other distributions to which it may be entitled to receive hereunder, Guarantor shall promptly execute and deliver to Agent all such proxies, dividend payment orders and other instruments as Agent may from time to time reasonably request, and without limiting the foregoing, Guarantor hereby grants to Agent an **IRREVOCABLE** proxy to exercise the voting rights applicable to such Investment Property and to exercise all other rights, powers, privileges and remedies to which a holder of the Investment Property would be entitled, which proxy shall only be effective, automatically, upon an Event of Default.

(b) Guarantor hereby authorizes and instructs each issuer of any Investment Property pledged by Guarantor hereunder to (i) comply with any instruction received by it from the Agent in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from Guarantor, and Guarantor agrees

that each issuer shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Investment Property directly to the Agent.

(c) Unless an Event of Default shall have occurred and be continuing and Agent shall have given written notice to Guarantor of Agent's intent to exercise its corresponding rights hereunder, Guarantor shall be permitted to receive all cash dividends paid in respect of the Investment Property to the extent not prohibited by the Loan Agreement, and to exercise all voting and corporate or other organizational rights with respect to the Investment Property; provided, however, that no vote shall be cast or corporate or other organizational right exercised or other action taken that would be inconsistent with or result in any violation of any provision of the Loan Agreement, this Agreement or any other Loan Document.

(d) Guarantor hereby **IRREVOCABLY** constitutes and appoints Agent, and any officer or agent of Agent or any of its Affiliates, with full power of substitution, as its true and lawful attorney-in-fact with full, **IRREVOCABLE** power and authority in the place and stead of Guarantor and in the name of Guarantor or in its own name, from time to time at Agent's sole and absolute discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement.

ARTICLE V – ADDITIONAL REPRESENTATIONS, WARRANTIES, AND COVENANTS

Section 5.1 Representations and Warranties. In addition to those representations and warranties adopted and given by Guarantor in Section 3.7 above, Guarantor hereby represents and warrants to Lender that, as of even date hereof:

(a) (i) Schedule A attached hereto sets forth a full, complete, accurate, and comprehensive detailed list of all of Guarantor's Collateral, (ii) Guarantor is the sole and exclusive owner of all of the Collateral listed on Schedule A attached hereto, and (iii) none of Guarantor's Collateral is subject to any liens or other encumbrances other than those listed on Schedule B attached hereto.

(b) The Guarantor has the legal capacity to enter into this Guarantee and perform his obligations hereunder. This Guarantee constitutes the legal, valid and binding obligation of the Guarantor enforceable against him in accordance with its terms.

(c) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, pending, or within the knowledge of the Guarantor threatened, (i) which does or may materially, adversely affect the ability of the Guarantor to perform the Guarantor's obligations hereunder, or (ii) wherein an unfavorable decision, ruling or finding could (A) materially adversely affect the transactions contemplated by the Loan Documents or this Guarantee, or (B) adversely affect the validity or enforceability of the Loan Documents or this Guarantee. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery of this Guarantee or in connection with the performance of the Guarantor's obligations hereunder have been obtained and will be obtained whenever required hereunder or by law.

(d) Neither the execution and delivery of this Guarantee, the consummation of the transactions contemplated hereunder nor the fulfillment of or compliance with the terms and conditions contained herein is prevented, limited by, conflicts with or results in a breach of, the terms, conditions or provisions of any (i) law, rule, regulation, order of any court or governmental agency, or (ii) evidence of indebtedness, agreement or instrument of whatever nature to which the Guarantor or any company, corporation or other business entity controlled by, controlling, or under common control with, the Guarantor or otherwise affiliated with the Guarantor is now a party or by which the Guarantor or any such entity is bound, or

constitutes a default under any of the foregoing. Such execution, delivery, consummation and performance will not result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Guarantor or any such entity.

(e) The assumption by the Guarantor of the obligations hereunder will result in material benefits to the Guarantor.

(f) Neither this Guarantee, any of the Loan Documents, nor any other document, certificate or statement furnished to Lender by or on behalf of the Borrower or the Guarantor contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make such representation, warranty or statement contained herein and therein not misleading or not incomplete. All such representations, warranties and statements shall survive until the Obligations are paid in full.

(g) Guarantor has filed all tax returns and other reports that Guarantor is required to file to the date hereof (or has obtained valid, written extensions as to any not so filed), has paid all taxes, assessments and other governmental charges due and payable to the date hereof, and has made adequate provision for the payment of such taxes, assessments and charges accrued but not yet payable. Guarantor has no knowledge of any deficiency or additional assessment in a materially important amount in connection with any taxes, assessments or other governmental charges not provided for or disclosed in the financial statements previously delivered to Agent.

Section 5.2 Affirmative Covenants. In addition to the other covenants set forth herein, Guarantor agrees to be bound by the terms and conditions set forth in Sections 6.4 (in respect of (a) tax returns and reports after giving effect to any extensions applied for and (b) taxes in excess of $10,000), 6.7, 6.8, and 6.16 of the Loan Agreement (which are incorporated herein by reference, *mutatis mutandis*), which Sections shall be applied herein and made applicable to and binding upon Guarantor, with references in such Sections to "Borrower(s)", "Guarantor(s)", or "Loan Party(ies)" replaced with and read herein as Guarantor (to the extent applicable to natural persons).

Section 5.3 Negative Covenants. In addition to the other covenants set forth herein, Guarantor agrees:

(a) *Liens*. Not to create, incur, allow, or suffer any Lien on any of the Guarantor Collateral, except for Permitted Liens, or otherwise permit any Guarantor Collateral not to be subject to the first priority security interest granted herein, except in connection with Permitted Liens permitted to have priority over Agent's Lien, in each case, without the prior consent of Agent; and

(b) *Dispositions*. The Guarantor hereby covenants and agrees not to cause or suffer any substantial diminution of the Guarantor's net worth as the same exists on the date hereof and that any such diminution caused or acquiesced in by the Guarantor shall, at the option of Agent, its successors and assigns, be void, ab initio, and of no effect; provided, that bona fide lifetime gifts to relatives shall not be restricted by this Section 5.3(b). Agent shall be entitled, without limiting any other rights which Agent may have, to enjoin any breach or threatened breach of this section. This Guarantee shall be binding upon the Guarantor, and his heirs, executors, administrators and personal or legal representatives and his successors and permitted assigns.

Section 5.4 Restrictive Covenants. Guarantor represents, warrants, agrees, and acknowledges that (x) Guarantor (including, without limitation, Guarantor's name, public image, trademarks, and other characteristics and assets related to the foregoing) and Guarantor's nature of involvement with the Loan Parties and their business operations (to the same or greater degree as in effect on and as of the date hereof) (i) are material to the success of the Loan Parties and their business operations, (ii) are necessary for the

continued operation of the Loan Parties as a going concern, and (iii) were and continue to be a material inducement for Agent and Lenders to enter into the Loan Documents and provide the Loans and other financial accommodations further described therein; (y) were Guarantor to (i) cease or diminish in bad faith his involvement with the Loan Parties or their business operations or (ii) engage in certain actions (including, without limitation, providing aid or assistance to any competitor of any Loan Party, selling, licensing, or otherwise disposing of any of Guarantor's Intellectual Property, and disclosing any Loan Party's business secrets or other confidential information), the Loan Parties and their business operations would be materially and irreparably harmed and the value of the Loan Parties, their business operations, and their Collateral would be materially and irreparably diminished in value, thereby compromising the credit worthiness of the Loan Parties in a material way and, by extension, Agent's and Lenders' ability to recover all or any of their Loans and other financial accommodations made to the Loan Parties; and (z) the covenants, terms, and conditions set forth in this Section 5.4, as well as Guarantor's agreement to be bound thereby, were and are a material inducement for Agent and the Lenders to provide the Loans and other financial accommodations under the Loan Documents. As such, in addition to the other covenants set forth herein and notwithstanding anything to the contrary set forth herein or in any Loan Document, Guarantor hereby agrees to the following:

(a) *Nondisparagement*. Except as may be required by law, due legal process or to enforce the terms of this Agreement, Guarantor will not make any oral or written statement to any third-party (including but not limited to any current or prospective employee, customer, supplier, or vendor of any Loan Party or any of their respective parents, subsidiaries or Affiliates) that disparages any Loan Party or any of their respective parents, subsidiaries or Affiliates (collectively, the "Group") or any of the Group's past or present directors, officers, products or services.

(b) *Noncompetition*. Guarantor, in his individual capacity and not in his capacity as an officer of any member of the Group, shall not, at any time during the Restricted Period, anywhere in the Restricted Territory: (x) participate in a Restricted Business; (y) directly or indirectly hire, employ, engage or solicit for employment or engagement any individual who is or was, during the prior twenty four (24) months, an employee of the Group or otherwise seek to adversely influence or alter any such individual's relationship with the Group; or (z) directly or indirectly solicit, engage or encourage any individual or entity that is or was, during the prior twenty four (24) months, a customer, supplier, or vendor of the Group to terminate or otherwise alter his, her or its relationship with the Group.

i. Subject to Section 5.4(b)(iii) below, for purposes of this Article V, the following terms shall have the following meanings:

"participate" or "participation" means to have any direct or indirect interest, whether as an officer, director, employee, partner, member, manager, sole proprietor, agent, representative, independent contractor, consultant, franchisor, franchisee, creditor, owner or otherwise; provided, however, that the term "participate" shall not include ownership of less than one (1%) percent of a class of stock of a publicly-held corporation which is traded on a national securities exchange or in the over-the-counter market, so long as Guarantor does not have any active participation in the business or management of such entity.

"Restricted Business" means any enterprise, business or venture, which is engaged in (or which proposes to engage in and subsequently does engage in) the development, production, merchandising, distribution, service, or sale of any products, goods, or services of the same or substantially similar type or nature as, or are otherwise competitive with, those which are developed, produced, merchandised, distributed, serviced, or sold by any

member of the Group, but excluding (for purposes of this Section 5.4) Agent and its Affiliates.

"Restricted Period" means the period of time from the date hereof through and including the date that is ninety-one (91) days following the indefeasible payment in full of all Obligations (other than contingent indemnification obligations for which no claim has been made) and all Guaranteed Obligations (other than contingent indemnification obligations for which no claim has been made), except that the Restricted Period shall be extended for a period equal to any time period that Guarantor is in violation of this this Section 5.4(b).

"Restricted Territory" means anywhere in the United States and/or any other reasonably delineated geographic area(s) in which the Group conducts business at any time during the Restricted Period.

ii. Guarantor acknowledges that the covenants contained in this Article V (collectively the "Covenants") are reasonable and necessary to protect (x) the legitimate business interests of Loan Parties and, by extension (as a result of the Loans and other financial accommodations provided for under the Loan Documents), those of Agent and the Lenders, and (y) the credit investment and other financial interests in the Loan Parties by and of Agent and the Lenders (including, without limitation, the Collateral and the value thereof, as well as Agent's and the Lenders' interests therein), including trade secrets, valuable confidential business or professional information, substantial relationships with specific prospective or existing customers and clients, and the Group's expenditure of significant time and resources with respect to the extraordinary or specialized training of Guarantor and creation of customer goodwill. Guarantor further acknowledges that: (i) Guarantor is one of a limited number of persons who has been and will be developing the Group's business; (ii) Guarantor has and will continue to occupy a position of trust and confidence with the Group prior to and following the date hereof, and, during the Restricted Period, Guarantor will continue to become familiar with the Group's trade secrets and with other proprietary and confidential information concerning the various members of the Group and their respective businesses; (iii) the agreements and covenants contained in this Agreement are essential to protect the Group and the goodwill of the businesses of its respective members (which, for the avoidance of doubt, constitute Collateral) and are a condition precedent to Agent and the Lenders entering into this Agreement and providing the Loans and other financial accommodations under the Loan Documents; (iv) Guarantor's participation with the Group has special, unique and extraordinary value to the Group and the Group would be irreparably damaged if Guarantor were to provide services to any person or entity in violation of the provisions of this Agreement; and (v) in the event of a termination of this Agreement, Guarantor's experiences and capabilities are such that Guarantor can obtain gainful employment without violating this Agreement. Notwithstanding the foregoing, nothing in this Article V shall limit Guarantor's obligations to the Group under the Uniform Trade Secrets Act of any state or other jurisdiction of the U.S. or any similar common law or statute which may apply.

iii. The Guarantor acknowledges and agrees that the business of the Group is and will be international in scope and thus the covenants in this Article V would be insufficient to protect the Group if the covenants were to be limited to a more limited geographic area. If any court of competent jurisdiction at any time deems the Restricted Period unreasonably lengthy, or the Restricted Territory unreasonably extensive, or any of the covenants set forth in this Article V not fully enforceable, then all other provisions of this Article V, and all other provisions of this Agreement in general, will nevertheless stand and, to the full

extent consistent with law, continue in full force and effect, and it is the intention and desire of the parties hereto that the court treat any provisions of this Agreement that are not fully enforceable as having been modified to the minimum extent deemed necessary by the court to render them reasonable and enforceable and that the court enforce them to such extent (for example, that the Restricted Period be deemed to be the longest period permissible by law, but not in excess of the length provided for in this Section 5.4(b), and the Restricted Territory be deemed to comprise the largest territory permissible by law under the circumstances, but not in excess of the territory provided for in this Section 5.4(b)). If under applicable law, modification by the court is limited to "blue pencil" interpretation or to striking particular provisions, then it is hereby request by the parties hereto that such court modify the definitions and other provisions set forth in this Article V with as limited an extent necessary to render the provisions of this Article V valid and enforceable.

(c) *Confidentiality*. Subject to Section 5.4(b)(iii) above, Guarantor will not (i) retain or use Confidential Information for the benefit, purposes or account of Guarantor, in his individual capacity, or any other person or entity outside of the Group (other than the Group's professional advisers in the ordinary course of business who are bound by confidentiality obligations); or (ii) disclose, divulge, reveal, communicate, share, transfer or provide access to Confidential Information to any person or entity outside the Group (other than the Group's professional advisers in the ordinary course of business who are bound by confidentiality obligations). The obligations of this Section 5.4(c) shall not apply to any Confidential Information that subsequently becomes generally known to the public through no fault of Guarantor, that is obtained by Guarantor from a third party not known by Guarantor to be under obligations of confidentiality to the Group, that is required to be disclosed by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, as further described in Section 5.4(c)(iii) below, or that is independently developed by Guarantor without breaching this Agreement.

i. Subject to Section 5.4(b)(iii) above, the term "Confidential Information" means, individually and collectively, at any time, the trade secrets or other non-public valuable confidential business or professional information of the Group, which shall include, but shall not be limited to, the whole or any portion of the following: (i) customer and prospective customer lists, files, records, tapes and other media; (ii) business plans, strategic planning documents and studies; (iii) custom or specialized market research techniques; (iv) information regarding the abilities and expertise of the Group's employees and contractors and their compensation; (v) research, designs and development pertaining to existing and future products and services, including but not limited to any specialized or custom software or programs; (vi) marketing strategy and activities whether past, current or projected, including, but not limited to, proposals and bids to customers and prospects, strategic data including marketing and development plans, business plans, forecasts and forecast assumptions, and future plans and potential strategies of the Group which have been or are being discussed; (vii) pricing, billings, budgets, forecasts, accounting, selling, marketing, costs, profits, sales (including but not limited to sales history, terms and conditions); (viii) financial and legal affairs of the Group; (ix) information entrusted to the Group by customers or other third parties; and (x) all Intellectual Property, trade secrets, formulations inventions, whether patentable or not, know-how or works of authorship of the Group. Such Confidential Information may include unwritten information, techniques, processes, practices or knowledge.

ii. Subject to Section 5.4(b)(iii) above, in the event Guarantor's participation with the Group ceases for any reason, the Guarantor shall immediately (i) cease and not thereafter commence use of any Confidential Information or Intellectual Property (including without

limitation, any patent, invention, copyright, trade secret, trademark, trade name, logo, domain name or other source indicator) owned or used by the Group; (ii) immediately destroy, delete, or return to the Group, at the Group's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in Guarantor's possession or control (including any of the foregoing stored or located in Guarantor's office, home, laptop or other computer, whether or not property of the Group) that contain Confidential Information or otherwise relate to the business of the Group, except that Guarantor may retain only those portions of any personal notes, notebooks and diaries that do not contain any Confidential Information; and (iii) notify and fully cooperate with the Group regarding the delivery or destruction of any other Confidential Information of which Guarantor is or becomes aware.

iii. Nothing herein shall be construed as, or shall interfere with, abridge, limit, restrain, or restrict Guarantor's (or Guarantor's attorney's) right, without prior authorization from or notification to the Group, Agent, or Lenders: (i) to communicate with any federal, state, or local government agency charged with the enforcement and/or investigation of claims of discrimination, harassment, retaliation, improper wage payments, or any other unlawful employment practices under federal, state, or local law, or to file a charge, claim, or complaint with, or participate in or cooperate with any investigation or proceeding conducted by, any such agency; (ii) to report possible violations of federal, state, or local law or regulation to any government agency or entity, including but not limited, to the extent applicable, to the U.S. Department of Labor, the Department of Justice, the Securities and Exchange Commission (the "SEC"), the Congress, and/or any agency Inspector General, or make other disclosures that are protected under the whistleblower provisions of federal, state, or local law or regulation; or (iii) to communicate directly with, respond to any inquiry from, or provide testimony before, to the extent applicable, the SEC, the Financial Industry Regulatory Authority, any other self-regulatory organization, or any other federal, state, or local regulatory authority, regarding this Agreement or its underlying facts or circumstances.

iv. In addition, Guarantor shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Further, in the event that Guarantor files a lawsuit for retaliation by the Group for reporting a suspected violation of law, Guarantor may disclose the trade secret to Guarantor's attorney and use the trade secret information in the court proceeding, if Guarantor: (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

(d) *Intellectual Property*. If Guarantor creates, invents, designs, develops, contributes to or improves any works of authorship, inventions, intellectual property, materials, documents or other work product, either alone or with third parties, at any time during Guarantor's participation with the Group and within the scope of such participation and/or with the use of Group resources or for the Group's benefit ("Company Works"), Guarantor shall promptly and fully disclose same to the Group and hereby **IRREVOCABLY** assigns, transfers and conveys, to the maximum extent permitted by applicable law, all rights and intellectual property rights therein (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) to the Group to the extent ownership of any such rights does not vest originally in the Group.

i. Guarantor shall take all requested actions and execute all requested documents (including any licenses or assignments required by a government contract) at the Group's expense (but without further remuneration) to assist the Group in validating, maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of the Group's rights in the Company Works. If the Group is unable for any other reason to secure Guarantor's signature on any document for this purpose, then Guarantor hereby **IRREVOCABLY** designates and appoints Borrower Representative and its duly authorized officers and agents as Guarantor's agent and attorney in fact, to act for and in Guarantor's behalf and stead to execute any documents and to do all other lawfully permitted acts in connection with the foregoing.

ii. Guarantor shall comply with all relevant policies and guidelines of the Group regarding the protection of Confidential Information and Intellectual Property and potential conflicts of interest, provided same are consistent with the terms of this Agreement. Guarantor acknowledges that the Group may amend any such policies and guidelines from time to time, and that Guarantor remains at all times bound by their most current version.

iii. Confidential Information and Company Works, as defined herein, shall not include any publicly available information or any information entirely unrelated to the Group and its business operations.

Section 5.5 Events of Default. Any one or more of the following shall constitute an "Event of Default" hereunder:

(a) The Guarantor shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator, or other court appointed fiduciary, of all or a substantial part of its properties or assets; or the Guarantor is generally not paying its debts as they become due, or has made a general assignment for the benefit of creditors; or the Guarantor has committed an act of bankruptcy, or has filed a voluntary petition of bankruptcy, or a petition or answer seeking reorganization or an arrangement with creditors or seeking to take advantage of any insolvency law, or an answer admitting the material allegations of a petition in any bankruptcy, reorganization or insolvency proceeding or has taken action for the purpose of effecting any of the foregoing; or if within thirty (30) days after the commencement of any proceeding against the Guarantor seeking any reorganization, rehabilitation, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the federal bankruptcy code or any present or future applicable federal, state or other statute or law, such proceeding shall not have been dismissed; or if within thirty (30) days after the appointment of any trustee, receiver, custodian, liquidator or other court appointed fiduciary of the Guarantor for all or any substantial part of its properties or assets, such order or appointment shall not have been vacated or stayed on appeal or otherwise.

(b) Failure of the Guarantor to make any payment or perform any act in respect of the Obligations pursuant to the terms hereof.

(c) Failure of the Guarantor to observe and perform any other covenant, condition or agreement on Personal Guarantor's part to be performed hereunder and the continuance of such failure for a period of thirty (30) days after (i) notice from Lender specifying the nature of such failure or (ii) the date on which the Personal Guarantor notified Lender thereof pursuant to Section 7(d) hereof, whichever first occurs.

(d) If any representation or warranty made by the Guarantor pursuant to or in connection with this Guarantee or any report, certificate, financial statement or other instrument or document furnished by

the Guarantor hereunder on, prior to, or after the date hereof shall prove to be false or misleading in any material respect when made.

(e) The occurrence of an "Event of Default" as defined in any of the Loan Documents.

Section 5.6 Miscellaneous. For the avoidance of doubt, Guarantor hereby acknowledges and agrees that the breach of any covenant or other provision set forth in Sections 5.2 through 5.4 of this Agreement, as well as any neglect, material failure, or refusal of or by Guarantor to perform his duties hereunder in a professional and diligent manner shall be deemed to be material breach of this Agreement and entitle Agent to exercise the rights and remedies described in Section 4.2 hereof (at Agent's sole discretion and at Guarantor's sole cost).

(a) *Remedies*. Guarantor acknowledges and agrees that the Agent's remedies at law for a breach or threatened breach of any of the Covenants of this Article V would be inadequate and the Company would suffer irreparable damages as a result of such breach or threatened breach. In recognition of this fact, Guarantor agrees that, in the event of such a breach or threatened breach of the Covenants set forth in this Article V, in addition to any remedies at law, the Agent, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available. The Agent may elect to seek one or more of these remedies at its sole discretion on a case-by-case basis. Failure to seek any or all remedies in one case does not restrict the Agent from seeking any remedies in another situation. Such action by the Agent shall not constitute a waiver of any of its rights.

(b) *Tolling*. In the event of a breach by Guarantor of any Covenant, the running of the period of restriction for such Covenant shall be immediately and automatically tolled and suspended for the amount of time that the breach continues, and shall automatically recommence when the breach is remedied.

(c) *No Additional Waiver Implied by One Waiver*. In the event any agreement contained in this Guarantee shall be breached by the Guarantor and thereafter waived by Lender such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

(d) Acknowledgement. The Guarantor hereby acknowledges that, as of the date hereof, the Obligations under the Loan Agreement include $1,800,000 of principal (including the Term D Loans and the Term E Loans made in connection with the Third Amendment) plus any accrued and unpaid interest and any fees due to the Agent,

(e) *Amendment and Restatement*. This Agreement amends and restates in its entirety, but does not extinguish or novate, the Original Guaranty executed by the Guarantor in favor of the Agent. This Guaranty is given in substitution for, and not in payment or satisfaction of, the obligations under the Original Guaranty. All obligations of the Guarantor under the Original Guaranty shall continue in full force and effect and shall be governed by the terms set forth herein. This Agreement constitutes a continuation of the obligations guaranteed under the Original Guaranty and is not intended to constitute a release or termination of the obligations or liabilities of the Guarantor thereunder. The parties hereto acknowledge and agree that this Guaranty shall not be deemed to evidence a refinancing, repayment, or novation of the obligations guaranteed under the Original Guaranty, but rather a restatement and amendment of the terms governing such obligations.

[*remainder of page left intentionally blank, signature pages follow*]

IN WITNESS WHEREOF, the undersigned has caused this Personal Guaranty to be duly executed and delivered as of the date first written above.

Shawne Merriman,
as Guarantor

By: _____
Date: 6/29/25

ACCEPTED AND AGREED TO
as of the date first above written:

A.R.I. AGENT, LLC,
as Agent

By: Zack Ellison
Name: Zack Ellison
Title: Managing General Partner

SCHEDULE A

List of Guarantor's Collateral

1. Investment Property
2. Intellectual Property of Guarantor
3. All assets, collateral and property, of whatever nature, currently or hereafter owned, controlled or otherwise held for the benefit of Guarantor.
4. All proceeds of the foregoing

SCHEDULE B

List of Liens on Guarantor's Collateral

None.

Exhibit I

Execution Version

THIS WARRANT AND THE SHARES ISSUABLE HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**ACT**"), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AS SET FORTH IN SECTIONS 5.3 AND 5.4 BELOW, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS AND UNTIL REGISTERED UNDER SAID ACT AND LAWS OR IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY, SUCH OFFER, SALE, PLEDGE OR OTHER TRANSFER IS EXEMPT FROM SUCH REGISTRATION.

AMENDED AND RESTATED WARRANT TO PURCHASE PREFERRED STOCK

Company: Lights Out Enterprises Inc., a Delaware corporation

Class of Stock: Series Seed-1 Preferred Stock of the Company, par value $0.0001 per share.

Number of Shares: Equal to the greater of (a) 3% of the Fully Diluted Shares of the Company as of the date of exercise or (b) the number of shares equal to the percentage of the Fully Diluted Shares of the Company as equals the total outstanding Obligations under the Loan Agreement, divided by the Valuation of the Company, as of the date of exercise. The parties acknowledge and agree that the total outstanding Obligations under the Loan Agreement, as of the date of this Amended and Restated Warrant, are equal to $2,108,643.50.

"**Fully Diluted Shares**" shall mean the total shares of Common Stock of the Company then outstanding (assuming full conversion and/or exercise, as applicable, of all shares of Preferred Stock (as such term is defined in the Company's amended and restated certificate of incorporation, as amended) and any other securities or rights convertible into, or exercisable or exchangeable for (in each case, directly or indirectly), Common Stock, including options and warrants then outstanding).

"**Valuation of the Company**" means the enterprise value of the Company, as determined by the Company's most recent valuation report prepared to comply with Internal Revenue Code Section 409A, which valuation report shall be completed, and a copy of which shall be provided to Holder, not later than August 14, 2025. In the event that such valuation report is not completed, and a copy thereof not provided to Holder, by August 14, 2025, Holder may commission, at the Company's expense (which expense, until paid in full by the Company, shall be considered an Obligation under the Loan Agreement), a valuation report of the Company (the "Independent Valuation"), using such third party valuation consultant as Holder deems appropriate, and the Valuation of the Company shall be determined by the Independent Valuation, which shall be provided in writing to the Company upon completion, which shall be immediately final and binding, and the Company waives any right or opportunity to dispute such Independent Valuation. The Company agrees to immediately provide such information about the Company and its business as Holder may reasonably request in connection with the completion of the Independent Valuation.

Solely for illustration purposes, if the Valuation of the Company were $20,000,000, then this Warrant would be exercisable for the number of Series Seed-1 Preferred Stock equal to 10.125% of the Company's Fully Diluted Shares; if the Valuation of the Company were $10,000,000, then this Warrant would be exercisable for the number of Series Seed-1 Preferred Stock equal to 20.25% of the Company's Fully Diluted Shares.

Warrant Price: One Cent ($0.01) per Share (defined below)

Issue Date: August 27, 2025

Expiration Date: August 27, 2031

Loan Agreement: This Amended and Restated Warrant to Purchase Preferred Stock ("**Warrant**") is issued in connection with, and as consideration of the commitments pursuant to, that certain Loan and Security Agreement of even date herewith among A.R.I. AGENT, LLC, as administrative agent and collateral agent, the lenders from time to time party thereto, the Company and the other Loan Parties from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"). Capitalized terms used herein without definition, shall have the meanings set forth in the Loan Agreement.

This AMENDED AND RESTATED WARRANT TO PURCHASE PREFERRED STOCK amends and restates in its entirety that certain WARRANT TO PURCHASE PREFERRED STOCK, dated June 29, 2025, and certifies that, for good and valuable consideration, **A.R.I. AGENT, LLC** (together with any successor or permitted assignee or transferee of this Warrant or of any shares issued upon exercise hereof, "**Holder**") is entitled to purchase the number of fully paid and non-assessable shares (the "**Shares**") of the above-stated class, series and type of stock (the "**Class**") of the above-named company (the "**Company**") at the above-stated Warrant Price, all as set forth above and as adjusted pursuant to Section 2 of this Warrant, subject to the provisions and upon the terms and conditions set forth in this Warrant.

SECTION 1. EXERCISE.

1.1 Method of Exercise. Holder may at any time and from time to time exercise this Warrant, in whole or in part, by delivering to the Company the original of this Warrant together with a duly executed Notice of Exercise in substantially the form attached hereto as Appendix 1 and, unless Holder is exercising this Warrant pursuant to a cashless exercise set forth in Section 1.2, a check, wire transfer of same-day funds (to an account designated by the Company), or other form of payment acceptable to the Company for the aggregate Warrant Price for the Shares being purchased.

1.2 Cashless Exercise. On any exercise of this Warrant, in lieu of payment of the aggregate Warrant Price in the manner as specified in Section 1.1 above, but otherwise in accordance with the requirements of Section 1.1, Holder may elect to receive Shares equal to the value of this Warrant, or portion hereof as to which this Warrant is being exercised. Thereupon, the Company shall issue to Holder such number of fully paid and non-assessable Shares as are computed using the following formula:

$$X = Y(A-B)/A$$

where:

X = the number of Shares to be issued to Holder;

Y = the number of Shares with respect to which this Warrant is being exercised (inclusive of the Shares surrendered to the Company in payment of the aggregate Warrant Price);

A = For the shares of Series Seed-1 Preferred Stock, the price per share of one such share in the Series Seed Financing; for shares of Common Stock, the Fair Market Value (as determined pursuant to Section 1.3 below) of one such share; and

B = the Warrant Price.

1.3 Fair Market Value. For purposes of this Warrant, the "**Fair Market Value**" shall mean the following: If the Common Stock is then traded or quoted on a nationally recognized securities exchange, inter-dealer quotation system or over-the-counter market (a "**Trading Market**"), the fair market value of a Share shall be the closing price or last sale price of a share of the Common Stock reported for the Business Day immediately before the date on which Holder delivers this Warrant together with its Notice of Exercise to the Company multiplied by the number of shares of the Common Stock into which a Share is then convertible. If the Common Stock is not traded in a Trading Market, the Board of Directors of the Company shall determine the fair market value of a Share in its reasonable good faith judgment.

1.4 Delivery of Certificate and New Warrant. Within a reasonable time after Holder exercises this Warrant in the manner set forth in Section 1.1 or 1.2 above, the Company shall deliver to Holder a certificate representing

the Shares issued to Holder upon such exercise and, if this Warrant has not been fully exercised and has not expired, a new warrant of like tenor representing the Shares not so acquired.

1.5 Replacement of Warrant. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, on delivery of an indemnity agreement reasonably satisfactory in form, substance and amount to the Company or, in the case of mutilation, on surrender of this Warrant to the Company for cancellation, the Company shall, within a reasonable time, execute and deliver to Holder, in lieu of this Warrant, a new warrant of like tenor and amount.

1.6 Treatment of Warrant at Acquisition.

(a) In the event of an Acquisition (as defined below) in which the consideration to be received by the Company's stockholders consists solely of cash, solely of Marketable Securities or a combination of cash and Marketable Securities (a "**Cash/Public Acquisition**"), and the fair market value of one Share as determined in accordance with Section 1.3 above would be greater than the Warrant Price in effect on such date immediately prior to such Cash/Public Acquisition, and Holder has not exercised this Warrant pursuant to Section 1.1 above as to all Shares, then this Warrant shall automatically be deemed to be cashlessly exercised pursuant to Section 1.2 above as to all Shares effective immediately prior to and contingent upon the consummation of a Cash/Public Acquisition. In connection with such cashless exercise, Holder shall be deemed to have restated each of the representations and warranties in Section 4 of the Warrant as the date thereof and the Company shall promptly notify the Holder of the number of Shares (or such other securities) issued upon exercise. In the event of a Cash/Public Acquisition where the fair market value of one Share as determined in accordance with Section 1.3 above would be less than the Warrant Price in effect immediately prior to such Cash/Public Acquisition, then this Warrant will expire immediately prior to the consummation of such Cash/Public Acquisition.

(b) Upon the closing of any Acquisition other than a Cash/Public Acquisition defined above, the acquiring, surviving or successor entity shall assume the obligations of this Warrant, and this Warrant shall thereafter be exercisable for the same securities and/or other property as would have been paid for the Shares issuable upon exercise of the unexercised portion of this Warrant as if such Shares were outstanding on and as of the closing of such Acquisition, subject to further adjustment from time to time in accordance with the provisions of this Warrant.

(c) (i) "**Acquisition**" means a transaction or series of transactions involving (A) the sale, lease exclusive license or other disposition of all or substantially all assets of the Company or any business line of the Company, (B) any merger or consolidation of the Company into or with another person or entity, or any other corporate reorganization, as a result of which the stockholders of the Company immediately prior to such transaction own less than a majority of the Company's (or the surviving or successor entity's) outstanding voting power immediately after such transaction, or (C) any sale or other transfer by the stockholders of the Company of capital stock of the Company representing at least a majority of the Company's outstanding combined voting power, as of such date of determination, and (ii) "**Marketable Securities**" means securities meeting all of the following requirements: (i) the issuer thereof is then subject to the reporting requirements of Section 13 or Section 15(d) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and is then current in its filing of all required reports and other information under the Act and the Exchange Act; (ii) the class and series of shares or other security of the issuer that would be received by Holder in connection with the Acquisition were Holder to exercise this Warrant on or prior to the closing thereof is then traded in Trading Market, and (iii) following the closing of such Acquisition, Holder would not be restricted from publicly re-selling all of the issuer's shares and/or other securities that would be received by Holder in such Acquisition were Holder to exercise or convert this Warrant in full on or prior to the closing of such Acquisition, except to the extent that any such restriction (x) arises solely under federal or state securities laws, rules or regulations, and (y) does not extend beyond six (6) months from the closing of such Acquisition.

SECTION 2. ADJUSTMENTS TO THE SHARES AND WARRANT PRICE.

2.1 Stock Dividends, Splits, Etc. If the Company declares or pays a dividend or distribution on the outstanding shares of the Class payable in Common Stock or other securities or property (other than cash), then upon exercise of this Warrant, for each Share acquired, Holder shall receive, without additional cost to Holder, the total number and kind of securities and property which Holder would have received had Holder owned the Shares of record as of the date the dividend or distribution occurred. If the Company subdivides the outstanding shares of the Class by reclassification or otherwise into a greater number of shares, the number of Shares purchasable hereunder shall be proportionately increased and the Warrant Price shall be proportionately decreased. If the outstanding shares of the Class are combined or

consolidated, by reclassification or otherwise, into a lesser number of shares, the Warrant Price shall be proportionately increased and the number of Shares shall be proportionately decreased.

2.2 Reclassification, Exchange, Combinations or Substitution. Upon any event whereby all of the outstanding shares of the Class are reclassified, converted, exchanged, combined, substituted, or replaced for, into, with or by Company securities of a different class and/or series, then from and after the consummation of such event, this Warrant will be exercisable for the number, class and series of Company securities that Holder would have received had the Shares been outstanding on and as of the consummation of such event, and subject to further adjustment thereafter from time to time in accordance with the provisions of this Warrant. The provisions of this Section 2.2 shall similarly apply to successive reclassifications, exchanges, combinations substitutions, replacements or other similar events.

2.3 No Fractional Share. No fractional Share shall be issuable upon exercise of this Warrant and the number of Shares to be issued shall be rounded down to the nearest whole Share. If a fractional Share interest arises upon any exercise of the Warrant, the Company shall eliminate such fractional Share interest by paying Holder in cash the amount computed by multiplying the fractional interest by (i) the fair market value (as determined in accordance with Section 1.3 above) of a full Share, less (ii) the then-effective Warrant Price.

2.4 Notice/Certificate as to Adjustments. Upon each adjustment of the Warrant Price, Class and/or number of Shares, the Company, at the Company's expense, shall notify Holder in writing within a reasonable time setting forth the adjustments to the Warrant Price, class and/or number of Shares and facts upon which such adjustment is based. The Company shall, upon written request from Holder, furnish Holder with a certificate of its Chief Financial Officer, including computations of such adjustment and the Warrant Price, class and number of Shares in effect upon the date of such adjustment.

SECTION 3. REPRESENTATIONS AND COVENANTS OF THE COMPANY.

3.1 Representations and Warranties. The Company represents and warrants to, and agrees with, Holder as follows:

(a) The initial Warrant Price referenced on the first page of this Warrant is not greater than the fair market value per share approved by the Board.

(b) All Shares which may be issued upon the exercise of this Warrant, and all securities, if any, issuable upon conversion of the Shares, shall, upon issuance, be duly authorized, validly issued, fully paid and non-assessable, and free of any liens and encumbrances except for restrictions on transfer provided for herein or under applicable federal and state securities laws. The Company covenants that it shall at all times cause to be reserved and kept available out of its authorized and unissued capital stock such number of shares of the Class, common stock and other securities as will be sufficient to permit the exercise in full of this Warrant and the conversion of the Shares into common stock or such other securities.

(c) The issuance of this Warrant and the issuance of the Shares issuable upon exercise hereof, does not entitle any other party to exercise preemptive rights, except to the extent waived prior to the Issue Date.

3.2 Notice of Certain Events. If the Company proposes at any time to:

(a) declare any dividend or distribution upon the outstanding shares of the Class, whether in cash, property, stock, or other securities and whether or not a regular cash dividend;

(b) offer for subscription or sale pro rata to the holders of the outstanding shares of the Class any additional shares of any class or series of the Company's stock (other than pursuant to contractual pre-emptive rights);

(c) effect any reclassification, exchange, combination, substitution, reorganization or recapitalization of the outstanding shares of the Class;

(d) effect an Acquisition or to liquidate, dissolve or wind up; or

(e) effect an initial public offering of its shares of capital stock;

(f) then, in connection with each such event, the Company shall give Holder:

(1) in the case of the matters referred to in (a) and (b) above, at least five (5) Business Days prior written notice of the earlier to occur of the effective date thereof or the date on which a record will be taken for such dividend, distribution, or subscription rights (and specifying the date on which the holders of outstanding shares of the Class will be entitled thereto) or for determining rights to vote, if any,

(2) in the case of the matters referred to in (c) and (d) above at least twenty (20) days prior written notice of the date when the same will take place (and specifying the date on which the holders of outstanding shares of the Class will be entitled to exchange their shares for the securities or other property deliverable upon the occurrence of such event and copies of all documents to be entered into in connection with such transaction and other information as Holder may require in connection with such transaction and the treatment of this Warrant in connection with such event giving rise to the notice); and

(3) with respect to any initial public offering, at least five (5) Business Days prior written notice of the date on which the Company proposes to file its registration statement in connection therewith.

Company will also provide information requested by Holder that is reasonably necessary to enable Holder to comply with Holder's accounting or reporting requirements, including without limitation, quarterly financial statements no later than 45 days of the end of each fiscal quarter of the Company and annual financial statements no later than sixty (60) days of the end of each fiscal year of Company, in each case, in the form as and when delivered to Company's investors, as well as the budget for each fiscal year, when approved by Company's board of directors, and a copy of each 409A valuation report as to the Company's capital stock that the Company receives after the Issue Date within five (5) days after the Company's receipt thereof.

3.3 Registration. The Shares, or the common stock into which the Shares are convertible, shall at the option of Holder be "Registrable Securities", and Holder shall have the piggyback registration rights of a "Holder" under any Investor Rights Agreement or other agreement of similar comport by and among the Company and the investors party thereto, as executed, amended or restated from time to time.

SECTION 4. REPRESENTATIONS, WARRANTIES OF HOLDER.

Holder represents and warrants to the Company as follows:

4.1 Purchase for Own Account. This Warrant and the Shares to be acquired upon exercise of this Warrant by Holder are being acquired for investment for Holder's account, not as a nominee or agent, and not with a view to the public resale or distribution within the meaning of the Act. Holder also represents that it has not been formed for the specific purpose of acquiring this Warrant or the Shares.

4.2 Disclosure of Information. Holder is aware of the Company's business affairs and financial condition and has received or has had full access to all the information it considers necessary or appropriate to make an informed investment decision with respect to the acquisition of this Warrant and its underlying securities. Holder further has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of this Warrant and its underlying securities and to obtain additional information (to the extent the Company possessed such information or could acquire it without unreasonable effort or expense) necessary to verify any information furnished to Holder or to which Holder has access.

4.3 Investment Experience. Holder understands that the purchase of this Warrant and its underlying securities involves substantial risk. Holder has experience as an investor in securities of companies in the development stage and acknowledges that Holder can bear the economic risk of such Holder's investment in this Warrant and its underlying securities and has such knowledge and experience in financial or business matters that Holder is capable of evaluating the merits and risks of its investment in this Warrant and its underlying securities and/or has a preexisting personal or business relationship with the Company and certain of its officers, directors or controlling persons of a nature and duration that enables Holder to be aware of the character, business acumen and financial circumstances of such persons.

4.4 Accredited Investor Status. Holder is an "accredited investor" within the meaning of Regulation D promulgated under the Act.

4.5 The Act. Holder understands that this Warrant and the Shares issuable upon exercise hereof have not been registered under the Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Holder's investment intent as expressed herein. Holder understands that this Warrant and the Shares issued upon any exercise hereof must be held indefinitely unless subsequently registered under the Act and qualified under applicable state securities laws, or unless exemption from such registration and qualification are otherwise available. Holder is aware of the provisions of Rule 144 promulgated under the Act.

4.6 No Voting Rights. Holder, as a Holder of this Warrant, will not have any voting rights until the exercise of this Warrant.

SECTION 5. MISCELLANEOUS.

5.1 Term and Automatic Exercise Upon Expiration.

(a) Term. Subject to the provisions of Section 1.6 above, this Warrant is exercisable in whole or in part at any time and from time to time on or before 6:00 PM, Pacific Time, on the Expiration Date and shall be void thereafter.

(b) Automatic Cashless Exercise upon Expiration. In the event that, upon the Expiration Date, the fair market value of one Share (or other security issuable upon the exercise hereof) as determined in accordance with Section 1.3 above is greater than the Warrant Price in effect on such date, then this Warrant shall automatically be deemed on and as of such date to be exercised pursuant to Section 1.2 above as to all Shares (or such other securities) for which it shall not previously have been exercised, and the Company shall, within a reasonable time, deliver a certificate representing the Shares (or such other securities) issued upon such exercise to Holder.

5.2 Legends. The Shares (and the securities issuable, directly or indirectly, upon conversion of the Shares, if any) shall be imprinted with a legend in substantially the following form:

> THE SHARES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**ACT**"), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AS SET FORTH IN THAT CERTAIN WARRANT TO PURCHASE STOCK ISSUED BY THE COMPANY TO A.R.I. AGENT, LLC DATED APRIL 4, 2025 MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS AND UNTIL REGISTERED UNDER SAID ACT AND LAWS OR IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY, SUCH OFFER, SALE, PLEDGE OR OTHER TRANSFER IS EXEMPT FROM SUCH REGISTRATION.

5.3 Compliance with Securities Laws on Transfer. This Warrant and the Shares issuable upon exercise of this Warrant (and the securities issuable, directly or indirectly, upon conversion of the Shares, if any) may not be transferred or assigned in whole or in part except in compliance with applicable federal and state securities laws by the transferor and the transferee (including, without limitation, the delivery of investment representation letters and legal opinions reasonably satisfactory to the Company, as reasonably requested by the Company). The Company shall not require Holder to provide an opinion of counsel if the transfer is to any affiliate of Holder, provided that any such transferee is an "accredited investor" as defined in Regulation D promulgated under the Act. Additionally, the Company shall also not require an opinion of counsel if there is no material question as to the availability of Rule 144 promulgated under the Act.

5.4 Transfer Procedure. Subject to the provisions of Section 5.3 and upon providing the Company with written notice, A.R.I. AGENT, LLC and any subsequent Holder may transfer all or part of this Warrant or the Shares issuable upon exercise of this Warrant (or the securities issuable directly or indirectly, upon conversion of the Shares, if any) to any transferee, provided, however, in connection with any such transfer, Holder will give the Company notice of the portion of the Warrant being transferred with the name, address and taxpayer identification number of the transferee and Holder will surrender this Warrant to the Company for reissuance to the transferee(s) (and Holder if applicable); and provided further, that any subsequent transferee shall agree in writing with the Company to be bound by all of the terms and conditions of this Warrant. Notwithstanding any contrary provision herein, at all times prior to any initial public offering,

Holder may not, without the Company's prior written consent, transfer this Warrant or any portion hereof, or any Shares issued upon any exercise hereof, or any shares or other securities issued upon any conversion of any Shares issued upon any exercise hereof, to any person or entity known to Holder to directly compete with the Company, except in connection with an Acquisition of the Company by such a direct competitor.

5.5 Notices. All notices and other communications hereunder from the Company to Holder, or vice versa, shall be deemed delivered and effective (i) when given personally, (ii) on the third Business Day after being mailed by first-class registered or certified mail, postage prepaid, (iii) upon actual receipt if given by facsimile or electronic mail and such receipt is confirmed in writing by the recipient, or (iv) on the first Business Day following delivery to a reliable overnight courier service, courier fee prepaid, in any case at such address as may have been furnished to the Company or Holder, as the case may be, in writing by the Company or such Holder from time to time in accordance with the provisions of this Section 5.5. All notices to Holder shall be addressed as follows until the Company receives notice of a change of address in connection with a transfer or otherwise:

A.R.I. AGENT, LLC
Attn: Zack Ellison
First Central Tower
360 Central Avenue Suite 800 #3832
St. Petersburg, FL 33701
Email: zellison@arivc.com

Notice to the Company shall be addressed as follows until Holder receives notice of a change in address:

LIGHTS OUT ENTERPRISES INC.
Attn: Shawne Merriman
2877 Paradise Rd., Unit 406,
Las Vegas, NV 89109
Email: shawne@lightsoutbrand.com

5.6 Waiver. This Warrant and any term hereof may be changed, waived, discharged or terminated (either generally or in a particular instance and either retroactively or prospectively) only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

5.7 Counterparts; Facsimile/Electronic Signatures. This Warrant may be executed in counterparts, all of which together shall constitute one and the same agreement. Any signature page delivered electronically or by facsimile shall be binding to the same extent as an original signature page with regards to any agreement subject to the terms hereof or any amendment thereto.

5.8 Governing Law. This Warrant shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its principles regarding conflicts of law.

5.9 Headings. The headings in this Warrant are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Warrant.

5.10 Business Days. "**Business Day**" means any day that is not a Saturday, Sunday or a day on which commercial banks in the State of New York are required or permitted to be closed.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Warrant to Purchase Preferred Stock to be executed by their duly authorized representatives effective as of the Issue Date written above.

COMPANY:

LIGHTS OUT ENTERPRISES INC.

By: _____
Name: Shawne Merriman
Title: President

HOLDER:

A.R.I. AGENT, LLC

By: _____
Name: Zack Ellison
Title: Managing Member

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Warrant to Purchase Preferred Stock to be executed by their duly authorized representatives effective as of the Issue Date written above.

COMPANY:

LIGHTS OUT ENTERPRISES INC.

By: _____
Name: Shawne Merriman
Title: President

HOLDER:

A.R.I. AGENT, LLC

By: _____
Name: Zack Ellison
Title: Managing Member

APPENDIX 1

NOTICE OF EXERCISE

1. The undersigned Holder hereby exercises its right to purchase _____ shares of _____ of Lights Out Enterprises Inc., a Delaware corporation (the "**Company**") in accordance with the attached Warrant to Purchase Preferred Stock, and tenders payment of the aggregate Warrant Price for such shares as follows:

[ ] check in the amount of $_____ payable to order of the Company enclosed herewith

[ ] Wire transfer of immediately available funds to the Company's account

[ ] Cashless Exercise pursuant to Section 1.2 of the Warrant

[ ] Other [Describe] _____

2. Please issue a certificate or certificates representing the Shares in the name specified below:

_____
Holder's Name

_____

_____
(Address)

3. By its execution below and for the benefit of the Company, Holder hereby restates each of the representations and warranties in Section 4 of the Warrant to Purchase Preferred Stock as of the date hereof.

HOLDER:

_____

By: _____

Name: _____

Title: _____

Date: _____

Exhibit K

, although the Lenders and Agent are under no obligation to do so, the Lenders and Agent have agreed to forebear from exercising any and all default-related rights and remedies under the Existing Loan Agreement as a result of the Existing Events of Default through the Forbearance Period (as defined below) (other than with respect to the right to increase of interest rate to the Default Rate pursuant to the Loan Agreement, which is expressly reserved hereby, unless separately waived by Agent and the Lenders), but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below; and

, the Loan Parties have also requested and, subject to the terms and conditions set forth herein, Agent and the undersigned Lenders have agreed to amend certain provisions of the Existing Loan Agreement, and, subject to the satisfaction of the conditions set forth herein, Agent and the Lenders have agreed to do so, on the terms set forth herein; and

, in consideration of the premises and the agreements, provisions and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree, subject to the conditions set forth in Section 2 hereof, as follows:

1.1 ***r r r d*** Subject to all the terms and conditions set forth herein, Agent and the Lenders shall forbear from filing any legal action or instituting or enforcing any and all rights and remedies it may have under the Loan Documents or otherwise against any of the Loan Parties (other than with respect to the right to increase of interest rate to the Default Rate pursuant to the Loan Agreement, which is expressly reserved hereby (but shall not accrue during the Forbearance Period), unless separately waived by Agent and the Lenders) from the Fifth Amendment Effective Date (as defined in Section 4) until the date (the " ***r r r*** ") which is the earliest to occur of (i) December 31, 2025, (ii) the failure after the date hereof of Borrower to comply with any of the terms or undertakings of this Amendment, unless Agent and the Lenders otherwise agree in writing, (iii) the occurrence after the date hereof of any Event of Default (other than the Existing Events of Default), unless Agent and the Lenders otherwise agree in writing, (iv) the occurrence of any further Material Adverse Effect, and (v) the date that Borrower joins in, assists, cooperates, or participates as an adverse party or adverse witness in any suit or other proceeding against Agent and/or any of the Lenders relating to the Obligations in connection with or related to any of the transactions contemplated by any of the other Loan Documents. This Amendment does not constitute a waiver or release by Agent and the Lenders of any Obligations or of any existing Event of Default or any Event of Default which may arise in the future after the date of execution of this Amendment. If Borrower does not comply with the terms of this Amendment, Agent and the Lenders shall have no further obligations under this Amendment and shall be permitted to exercise at such time any available rights and remedies against Borrower under the Loan Documents as they deem appropriate in their sole and absolute discretion. Borrower understands that Agent and the Lenders have made no commitment and is under no obligation whatsoever to grant any additional extensions of time at the end of the Forbearance Period. The time period between the Fifth Amendment Effective Date and the Forbearance Termination Date is referred to herein as the " ***r r r d***."

1.2 ***r r r***

Notwithstanding any provisions in the Loan Agreement to the contrary, during the continuance of the Existing Events of Default and the Forbearance Period, no Lender has any obligation to make any additional Loans, Agent Advances or otherwise advance any funds under the Loan Agreement or otherwise to Borrower.

1.3 ***r r r d*** During the Forbearance Period, the Loan Parties shall comply with the following additional covenants. Any failure by the Loan Parties to comply with any of the following covenants shall result in an immediate Event of Default.

1.3.1 The Loan Parties shall grant Agent and the Lenders with "view only" access to all of deposit and securities accounts of the Loan Parties and to the Loan Parties' dashboard on Graphite Financial; such access shall be maintained through the repayment in full of the Obligations.

1.3.2 The Loan Parties Borrower shall provide acknowledge and consent that Agent has full access to (i) all of Graphite Financial's meetings with management and regular status updates following the written request of Agent, (ii) to Graphite Financial to discuss all matters related to the Loan Parties financial status and operations, and (iii) all materials and findings generated and or delivered by Graphite Financial with respect to the Loan Parties.

1.3.3 The Loan Parties shall provide Agent with (i) a 4Q-2025 operating plan, (ii) updated historical financials through October 31, 2025, (iii) updates on pending litigation (Playboy Murders defamation suit, and the Nike "Lights Out" infringement), and (iv) copies of all compliance certificates for all periods ending on and prior to October 31, 2025 (to the extent any remain outstanding for such periods), which will be completed and provided no later than December 1, 2025.

1.3.4 The Loan Parties shall (i) provide Agent with evidence that they have obtained key person insurance for Shawne Merriman in the amount of $2.5 million and that such policy has been collaterally assigned to Agent for the benefit of the Lenders, and (ii) convene a meeting of the Board of Directors, which will be completed and provided no later than December 1, 2025.

1.3.5 On or prior to December 1, 2025, Borrower shall pay or cause to be paid, all accrued and unpaid interest due and payable on the Loans from October 1, 2025 through the end of the month of December 2025.

1.3.6 In addition to other rights granted to the Board Observer rights granted under Section 6.2(r) of the Existing Loan Agreement, which are hereby acknowledged and reaffirmed by the Loan Parties, Borrower Representative shall invite and include Agent to all Board of Directors and management discussions of and all meetings with Graphite Financial, if any.

M M M .

Subject to the satisfaction of the conditions set forth in Section 3 hereof and in reliance on the representations and warranties set forth in Section 5 below, as of the Fifth Amendment Effective Date (as defined below), the Existing Loan Agreement is hereby amended as follows:

a) Section 2.3(a) of the Existing Loan Agreement is hereby amended and restated in its entirety as follows:

(a) Interest Rate. Subject to Sections 2.3(b), (e), (f) and (g), the outstanding principal amount of the Loans shall accrue interest from and after its Funding Date, at the Applicable Rate, and Borrowers shall pay such interest monthly in advance on each Payment Date commencing on the first Business Day of each calendar month to occur while such Loan is outstanding and the final maturity date of such Loan; provided that, Borrowers agree to pay, on the Funding Date of each Term Loan, any partial monthly interest payment otherwise due for the period between the Funding Date of such Term Loan and the first

Payment Date thereof; provided, that, notwithstanding the foregoing, interest for the month of November 2025 shall be due and payable on December 1, 2025.

M ***M*** ***M***

3.1 The forbearance and amendments set forth in Sections 1 and 2 above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (i) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document other than as set forth herein, or (ii) otherwise prejudice any right or remedy which Agent or any Lender may now have or may have in the future under or in connection with any Loan Document.

3.2 This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

3.3 Agent and the Lenders reserve the right to retroactively accrue and charge default interest back to the date of the earliest Existing Event of Default through the earlier of (a) the cure of all Existing Events of Default (to the extent that a cure period is provided for in the applicable Loan Document), and (b) payment in full of the Obligations.

The effectiveness of this Amendment is subject to the satisfaction of the following conditions (the date on which all conditions precedent set forth below have been satisfied (or waived in accordance with the terms of the Loan Agreement), the "Fifth Amendment Effective Date"):

4.1 Execution. Agent shall have received a counterpart signature page of this Amendment duly executed by each of the Loan Parties, the Lenders and Agent.

4.2 Forbearance Fee. Agent shall have received a fully earned and non-refundable forbearance fee in an amount equal to $50,000, which shall be due and payable on the Forbearance Termination Date.

4.3 Fees and Expenses. (a) Borrower shall have paid or caused to be paid, to the extent invoiced prior to the date of this Amendment, reimbursement or other payment of all reasonable and documented out-of-pocket expenses required to be reimbursed or paid by Borrower and the other Loan Parties to Agent and the Lenders hereunder or under the Loan Agreement or any other Loan Document, including reimbursement or other payment of all reasonable and documented out-of-pocket expenses (including reasonable and documented out-of-pocket fees, charges and disbursements of Troutman Pepper Locke LLP and Prospera Law) required to be reimbursed or paid by Borrower and the other Loan Parties hereunder or otherwise in connection with this Amendment, and (b) in addition to any fees or other amounts payable by Borrower and the other Loan Parties to Agent and the Lenders pursuant to the terms of the Loan Agreement and the other Loan Documents, Borrower shall have paid to Agent, for the ratable benefit of the Lenders party to this Amendment, the fees payable pursuant to Section 2.4(b) of the Loan Agreement. Borrower's obligation to pay the foregoing Amendment Fee shall not be subject to counterclaim or setoff for, or be otherwise affected by, any claim or dispute.

4.4 Representations and Warranties. The representations and warranties made by the Loan Parties in any Loan Document and in Section 5 below (other than any representations and warranties related to the Existing Events of Defaults or the underlying circumstances causing such Existing Events of Defaults) shall be true and correct in all material respects (without duplication of any materiality qualifiers therein) as of the date hereof (except in the case of any representation and warranty which expressly relates to a given date or period, such representation and warranty shall be true and correct in all material respects (without duplication of any materiality qualifiers therein) as of the respective date or for the respective period, as the case may be).

4.5 Absence of Default. Other than the Existing Events of Default, no Default or Event of Default under the Loan Documents shall have occurred and be continuing or would result from the consummation of the transactions contemplated by this Amendment.

In order to induce Agent and the Lenders to enter into this Amendment, the Loan Parties hereto represent and warrant as of the date hereof to Agent and each Lender that the following statements are true and correct in all material respects (provided, however, that, any representation and warranty that is qualified as to "materiality", "Material Adverse Effect" or similar language shall be true and correct in all respects):

5.1 Existence; Qualification and Power; Compliance with Laws. Each Loan Party (a) is a corporation, limited liability company or limited partnership, as applicable, (i) duly incorporated, organized or formed, and validly existing and (ii) in good standing (to the extent such concept is applicable in the relevant jurisdiction) under the applicable laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority to (i) own its material assets and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party, (c) is duly qualified to do business where, because of the nature of its activities or properties, such qualification is required, and (d) is in compliance with all applicable laws, except, in each case referred to in clauses (a)(ii), (b)(i), (c) or (d), to the extent that the failure to do so would not reasonably be expected to have a Material Adverse Effect.

5.2 Corporate Authorization; Enforceability. This Amendment is within each Loan Party's powers and has been duly authorized by all necessary action on the part of such Loan Party. This Amendment has been duly executed and delivered by each Loan Party and constitutes a legal, valid and binding obligation of such Loan Party, enforceable in accordance with its terms, subject to the United States Bankruptcy Code or any other state or federal bankruptcy or insolvency law, other laws affecting creditors' rights generally and general principles of equity, regardless of whether considered in a proceeding in equity or at law.

5.3 Governmental Authorizations; Conflicts. The execution, delivery and performance by the Loan Parties of this Amendment (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except (i) such as have been obtained or made and are in full force and effect and (ii) consents, approvals, registrations, filings, permits or actions the failure to obtain or perform which would not reasonably be expected to result in a Material Adverse Effect, (b) will not violate the Operating Documents of any Loan Party, and (c) will not violate, in any material respect, any Requirement of Law or other applicable law.

5.4 Incorporation of Representations and Warranties from Loan Documents. The representations and warranties of each Loan Party set forth in the Loan Documents are and will be true and correct in all material respects on and as of the date hereof to the same extent as though made on and as of

the date hereof; provided, however, that (x) to the extent such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date and (y) any representation and warranty that is qualified as to "materiality", "Material Adverse Effect" or similar language shall be true and correct in all respects on the date hereof or such earlier date, as the case may be.

M

6.1 Consent of Borrower and Guarantors.

Each of Borrower and each Guarantor hereby acknowledges that it has reviewed the terms and provisions of the Loan Agreement and this Amendment and consents to the amendment of the Existing Loan Agreement effected pursuant to this Amendment. Each of Borrower and each Guarantor hereby confirms that each Loan Document to which it is a party or otherwise bound and all Collateral encumbered thereby will continue to guarantee or secure, as the case may be, to the fullest extent possible in accordance with the Loan Documents the payment and performance of all "Obligations" under each of the Loan Documents to which is a party (in each case as such terms are defined in the applicable Loan Document).

Each of Borrower and each Guarantor acknowledges and agrees that any of the Loan Documents (as they may be modified by this Amendment) to which it is a party or otherwise bound shall continue in full force and effect and that all of its obligations thereunder shall be valid and enforceable and shall not be impaired or limited by the execution or effectiveness of this Amendment other than to the extent expressly contemplated hereby.

M

7.1 Reference to and Effect on the Loan Agreement and the Other Loan Documents.

7.1.1 On and after the date hereof, each reference in the Loan Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import referring to the Loan Agreement, and each reference in the other Loan Documents to the "Loan Agreement", "thereunder", "thereof" or words of like import referring to the Loan Agreement shall mean and be a reference to the Loan Agreement as amended by this Amendment.

7.1.2 Except as specifically amended by this Amendment, the Loan Agreement and the other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed and this Amendment shall not be considered a novation.

7.1.3 The execution, delivery and performance of this Amendment shall not constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of any Agent or Lender under, the Loan Agreement or any of the other Loan Documents.

7.1.4 This Amendment shall be deemed to be a Loan Document as defined in the Loan Agreement.

7.2 Governing Law. ***M*** ***M***

M ***M***

7.3 Consent to Jurisdiction. ALL JUDICIAL PROCEEDINGS BROUGHT BY ANY PARTY HERETO ARISING OUT OF OR RELATING TO THIS AMENDMENT, OR ANY OBLIGATIONS HEREUNDER AND THEREUNDER, SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK LOCATED IN THE CITY OF NEW YORK, BOROUGH OF MANHATTAN, OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK. BY EXECUTING AND DELIVERING THIS AMENDMENT, EACH PARTY HERETO, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, IRREVOCABLY: (I) ACCEPTS GENERALLY AND UNCONDITIONALLY THE EXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS, (II) WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, (III) AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO IT AT ITS ADDRESS PROVIDED IN ACCORDANCE WITH SECTION 10.2 OF THE LOAN AGREEMENT, (IV) AGREES THAT SERVICE AS PROVIDED IN CLAUSE (III) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER IT IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT, (V) AGREES THAT, NOTWITHSTANDING THE FOREGOING, AGENTS AND THE LENDERS RETAIN THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST ANY LOAN PARTY IN THE COURTS OF ANY OTHER JURISDICTION; AND (VI) AGREES THAT THE PROVISIONS OF THIS SECTION 7.3 RELATING TO JURISDICTION AND VENUE SHALL BE BINDING AND ENFORCEABLE TO THE FULLEST EXTENT PERMISSIBLE UNDER NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1402 OR OTHERWISE.

7.4 Waiver of Jury Trial. ***M*** ***M*** ***M*** ***M*** ***M*** ***M*** ***M*** ***M***

7.5 Counterparts; Effectiveness; Facsimile Signature. This Amendment and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Amendment shall become effective upon the execution of a counterpart hereof by each of the parties hereto. Delivery of an executed counterpart of a signature page of this Amendment by facsimile transmission or electronic transmission shall be effective as delivery of a manually executed counterpart of this Amendment.

7.6 Entire Agreement. This Amendment, the Loan Agreement and the other Loan Documents constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties or any of them with respect to the subject matter hereof.

7.7 Severability; Independence of Provisions; Captions and Headings. If any provision of this Amendment or any promissory note issued in connection herewith is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Amendment, such

promissory notes issued in connection herewith and the other Loan Documents shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto acknowledge that this Amendment, any promissory note issued in connection herewith and the other Loan Documents may use several different limitations, tests or measurements to regulate the same or similar matters, and that such limitations, tests and measurements are cumulative and must each be performed, except as expressly stated to the contrary in this Amendment. The captions and headings of this Amendment are for convenience of reference only and shall not affect the interpretation of this Amendment.

7.8 Waiver and Release. Each Loan Party expressly acknowledges and agrees that the Loan Documents are valid and enforceable by the Lenders and Agent against such Loan Party, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability or the availability of equitable remedies, and expressly reaffirms each Loan Party's obligations under each Loan Document. Each Loan Party hereby agrees such Loan Party shall not dispute the validity or enforceability of any Loan Document, the amount of Obligations owing thereunder, or any of such Loan Party's obligations thereunder, or the validity, priority, enforceability or extent of Agent's security interest in or Lien against any item of Collateral. As of the date hereof, each Loan Party is unaware of any facts or circumstances that might give rise to a claim (or cause of action, debt, obligation, etc.) against Agent or the Lenders, its employees or officers, or its attorneys or that, with the passage of time, might give rise to a claim against Agent or the Lenders, its employees or officers, or its attorneys for any act or omission arising from or relating to the Loan Documents, and that the Loan Party expressly waives or relinquishes any such claim. In addition, each Loan Party hereby agrees that such Loan Party shall not dispute the validity or enforceability of any Loan Document, the amount of the Loans owing thereunder, or any of such Loan Party's obligations thereunder, or the validity, priority, enforceability or extent of Agent's security interest in or Lien against any item of Collateral. Each Loan Party (on behalf of itself and its subsidiaries and Affiliates) and their successors-in-title, legal representatives and assignees and, to the extent the same is claimed by right of, through or under the Loan Parties for their past, present and future employees, agents, representatives, officers, directors, shareholders, and trustees (each, a "Releasing Party" and collectively, the "Releasing Parties"), does hereby release and discharge, and shall be deemed to have forever released and discharged, Agent and the Lenders, and Agent and each Lender's respective successors-in-title, legal representatives and assignees, past, present and future officers, directors, members, managers, shareholders, trustees, agents, employees, consultants, experts, advisors, attorneys and other professionals and all other persons and entities to whom any of the foregoing would be liable if such persons or entities were found to be liable to any Releasing Party, or any of them (collectively hereinafter the "Lender Parties"), from any and all manner of action and actions, cause and causes of action, claims, charges, demands, counterclaims, suits, debts, dues, sums of money, damages, judgments, expenses, claims of costs, penalties, attorneys' fees, or any other compensation, recovery or relief on account of any liability, obligation, demand or cause of action of whatever nature, whether in law, equity or otherwise (including without limitation those arising under the Debtor Relief Laws and interest or other carrying costs, penalties, legal, accounting and other professional fees and expenses, and incidental, consequential and punitive damages payable to third parties), fixed or contingent, joint and/or several, secured or unsecured, due or not due, primary or secondary, liquidated or unliquidated, contractual or tortious, direct, indirect, or derivative, asserted or unasserted, foreseen or unforeseen, suspected or unsuspected, now existing or heretofore existing prior to the date hereof against any of the Lender Parties, whether held in a personal or representative capacity, and which are based on any act, fact, event or omission or other matter, cause or thing occurring at or from any time prior to and including the date hereof in any way, directly or indirectly arising out of, connected with or relating to this Agreement or any other Loan Document and the transactions contemplated hereby or thereby, and all other agreements, certificates, instruments and other documents and statements (whether written or oral) related to any of the foregoing (each, a "Released Claim" and collectively, the "Released

Claims"), in each case, other than any acts or omissions that are determined by a court of competent jurisdiction by a final non-appealable order to have resulted from the gross negligence or willful misconduct of a Lender Party and with respect to which none of the Loan Parties has knowledge thereof as of the date hereof. As of the date hereof, each Loan Party is unaware of any facts or circumstances that might give rise to a claim (or cause of action, debt, obligation, etc.) against the Lenders or that, with the passage of time, might give rise to a claim against the Lenders for any act or omission arising from or relating to the Loan Documents, and that each Loan Party expressly waives or relinquishes any such claim.

[Signature Pages Follow]

Docusign Envelope ID: C0ED7CD1-3C45-4155-A633-7403A3477C40

, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

BORROWER:

By _____
Name: Shawne Merriman
Title: Chief Executive Officer

GUARANTORS:

By _____
Name: Shawne Merriman
Title: Chief Executive Officer

ITS OUT PRO LL
By _____
Name: Shawne Merriman
Title: Chief Executive Officer

By _____
Name: Shawne Merriman
Title: Chief Executive Officer

By _____
Name: Shawne Merriman
Title: Chief Executive Officer

_____
Name: Shawne Merriman
Title: Chief Executive Officer

AGENT:

Signed by:
By _____
65F2C1EBF0FF49D...
Name: Zack Ellison
Title: Managing Member

LENDERS:

Signed by:
By _____
65F2C1EBF0FF49D...
Name: Zack Ellison
Title: Managing General Partner

Exhibit M

A.R.I. Agent, LLC
First Central Tower
360 Central Avenue
Suite 800 3832
St. Petersburg, FL 33701

January 2, 2026

Lights Out XF, Inc.,
Shawne Merriman, and
Trust 250124
2877 Paradise Rd., Unit 406
Las Vegas, NV 89109
Phone: 301-257-3038
Email: shawne lightsoutbrand.com

VIA EMAIL

Re: Notice of Events of Default; Reservation of Rights; Acceleration of Obligations and Demand for Repayment

Ladies/Gentlemen:

Reference is hereby made to (i) that certain Loan and Security Agreement, dated as of May 13, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), by and among **LIGHTS OUT XF, INC.**, a Delaware corporation ("Borrower Representative"), and each other Person (if any) party thereto as a borrower from time to time (collectively, jointly and severally, "Borrowers", and each, individually, a "Borrower"), the other Loan Parties party thereto from time to time, the financial institutions party thereto from time to time (the "Lenders"), and **A.R.I. AGENT, LLC**, as administrative agent and collateral agent for Lenders (in such capacity, "Agent"); (ii) that certain Amended and Restated Personal Guaranty, dated as of June 29, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty Agreement"), by and between **SHAWNE MERRIMAN** ("Guarantor"), and Agent; and (iii) that certain Guaranty Agreement, dated as of December 31, 2024, by and between **TRUST 250124** and Agent. Unless otherwise specified, all capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Loan and Security Agreement.

We hereby notify you that the following Events of Default have occurred and are continuing under the Loan and Security Agreement: (a) an Event of Default arising under Section 8.1 of the Loan and Security Agreement due to the Loan Parties' failure to make the timely interest payment when due for the months of October 2025, November 2025 and December 2025; (b) Events of Default arising under Section 8.2(a) of the Loan and Security Agreement due to the Loan Parties' failure to maintain compliance with (i) certain monthly financial statement reporting covenants set forth in Section 6.2(a) of the Loan and Security Agreement for that certain periods ending on and prior to November 30, 2025, (ii) certain monthly compliance certificate delivery covenants set forth in Section 6.2(b) of the Loan and Security Agreement for that certain periods ending on and prior to November 30, 2025, (iii) certain account statement reporting covenants set forth in Section 6.2(m) of the Loan and Security Agreement for that certain periods ending on and prior to November 30, 2025, (iv) certain financial covenants set forth in Section 6.10(a) of the

Loan and Security Agreement for that certain periods ending on and prior to November 30, 2025, (v) certain financial covenants set forth in Section 6.10(b) of the Loan and Security Agreement for that certain periods ending on and prior to November 30, 2025, and (vi) certain financial covenants set forth in Section 6.10(c) of the Loan and Security Agreement for that certain periods ending and prior to November 30, 2025; (c) an Event of Default arising under Section 8.3 of the Loan and Security Agreement due to the occurrence of certain events and circumstances that could reasonably be expected to have a Material Adverse Effect; (d) an Event of Default arising under Section 8.5 of the Loan and Security Agreement due to the Loan Parties' inability to pay their debts (including trade debts) as they become due; and (e) Events of Default arising under Section 8.2(b) of the Loan and Security Agreement due to the Loan Parties' failure to maintain compliance with (i) Sections 1.3.1, 1.3.2, 1.3.4, 1.3.5 and 1.3.6 of that certain Fifth Amendment to Loan and Security Agreement and Forbearance Agreement (the "Forbearance Agreement"), dated as of November 25, 2025, and among Agent, the Lenders, Borrowers, the other Loan Parties, and Guarantor, and (ii) Sections 4.2 and 4.3 of the Forbearance Agreement. In addition, there may be other Events of Default of which we are as yet unaware. By reason of said Events of Default and the terms of the Loan and Security Agreement, and without waiver of other Events of Default that may exist and/or amendment to the Loan and Security Agreement, the Lenders and Agent have the right to declare that an acceleration of the maturity of the unpaid balance of the Obligations has occurred and all Obligations are due and owing. In addition, as a result of the foregoing Events of Default, Agent and the Lender are entitled to exercise any and all default-related rights and remedies under the Loan and Security Agreement, other Loan Documents and/or applicable law (including, without limitation, the right to have the default rate begin accruing immediately upon the initial occurrence of an Event of Default).

Agent and the Lenders hereby advises the Loan Parties that all of the unpaid balance of the Obligations, together with all accrued but unpaid interest thereon and all fees, expenses, or other amounts due to Agent and the Lenders under the Loan Documents, are immediately due and payable. Demand is hereby made for the immediate payment of all of the unpaid balance of the outstanding Obligations, together with all accrued but unpaid interest thereon and all fees, expenses, or other amounts due to Agent and the Lenders under the Loan Documents, including, without limitation, all sums due and owing under the Loan Agreement, together with any and all other sums or amounts which may be due and owing by the Loan Parties under the other Loan Documents together with any accrued interest at the applicable default rate (which began accruing immediately upon the occurrence of an Event of Default) attributable to any of the foregoing amounts.

Agent and the Lenders intend to monitor the default situation very carefully and will decide in their sole discretion on a "day-by-day" basis whether or not to exercise rights and remedies. We remind you, however, that nothing in this letter or in any ongoing discussions or negotiations between Agent and the Lenders, on the one hand, and the Loan Parties, on the other hand, nor any delay on the part of Agent or any Lender in exercising any of their rights and remedies under the Loan and Security Agreement, the other Loan Documents and/or applicable law, shall directly or indirectly: (i) create any obligation to forbear from taking any enforcement action, or to make any further extensions of credit, (ii) constitute a consent to or waiver of any past, present or future Default or Event of Default or other violation of any provisions of the Loan and Security Agreement or any other Loan Documents, (iii) amend, modify or operate as a waiver of any

provision of the Loan and Security Agreement or any other Loan Documents or any right, power, privilege or remedy of Agent and/or any Lender thereunder or under applicable law or constitute an agreement to forbear or to restructure the Obligations in any respect, or (iv) constitute a course of dealing or other basis for altering any rights or obligations of Agent and/or any Lender under the Loan Documents or any Obligations of the Loan Parties under the Loan and Security Agreement, other Loan Documents or any other contract or instrument. Nothing contained in this letter shall confer on the Loan Parties or any Person any right to notice or cure periods with respect to any Default or Event of Default.

Agent and the Lenders have not waived the aforementioned Events of Default and Agent and the Lenders expressly reserve all of their rights, powers, privileges and remedies under the Loan and Security Agreement, other Loan Documents and/or applicable law, including, without limitation, their rights at any time, as applicable, (i) to commence any legal or other action to collect any or all of the Obligations from any or all of the Loan Parties and any other Person liable therefor and/or any Collateral, (ii) to foreclose or otherwise liquidate or realize on any or all of the Collateral and/or as appropriate, set-off or apply to the payment of any or all of the Obligations, any or all of the Collateral, (iii) to take any other enforcement action or otherwise exercise any or all rights and remedies provided for by any or all of the Loan and Security Agreement, other Loan Documents or applicable law, and (iv) to reject any forbearance, financial restructuring or other proposal made by or on behalf of the Loan Parties or any creditor or equity holder. Agent and/or any Lender may exercise their rights, powers, privileges and remedies, including those set forth in (i) through (iv) above at any time in its sole and absolute discretion without further notice. No oral representations or course of dealing on the part of Agent or any Lender or any of their officers, employees or agents, and no failure or delay by Agent or any Lender with respect to the exercise of any right, power, privilege or remedy under any of the Loan and Security Agreement, other Loan Documents or applicable law shall operate as a waiver thereof, and the single or partial exercise of any such right, power, privilege or remedy shall not preclude any later exercise of any other right, power, privilege or remedy.

Respectfully,

AGENT:

A.R.I. AGENT, LLC

By: Signed by: Zack Ellison 65F2C1EBF0FF49D...
Name: Zack Ellison
Title: Managing Member

LENDERS:

A.R.I. SENIOR SECURED GROWTH CREDIT FUND, LP

By: Signed by: Zack Ellison 65F2C1EBF0FF49D...
Name: Zack Ellison
Title: Managing General Partner

cc: Legal Scale LLP
2 Park Avenue, 20th Floor
New York, NY 10016
Attention: Mehak Rashid
Email: mehak legalscale.com

Mintz, Levin, Cohn, Ferris, Glovsky
and Popeo, P.C.
3580 Carmel Mountain Road
Suite 300
San Diego, CA 92130
Attention: Andrew Skale
Email: ADSkale mintz.com

Exhibit N

Zack Ellison

Subject: A.R.I. - Lights Out: Proposed Terms
Attachments: Merriman v. A.R.I. - DRAFT Complaint.docx

Andrew Skale
Member

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
3580 Carmel Mountain Road, Suite 300, San Diego, CA 92130
+1.858.314.1506
ADSkale@mintz.com | Mintz.com



Exhibit O

May 06, 2026
Volume XVI, Number 126
THE NATIONAL LAW REVIEW

LIGHTS OUT® ENTERPRISES OWNER SHAWNE MERRIMAN FILES LAWSUIT AGAINST ZACH ELLISON'S APPLIED REAL INTELLIGENCE, SEEKING IN

Press Release Date 02-04-2026

LAS VEGAS, NV, UNITED STATES, February 4, 2026 /EINPresswire.com Shawne Merriman, founder and CEO of Lights Out Enterprises® has filed lawsuit seeking a Temporary Restraining Order (TRO) to stop completely unauthorized actions taken by Zack Ellison and his company Applied Rea Intelligence (A.R.I.) and a linked #venture credit fund following a lending dispute (Case # A-26-937793-C). The Complaint, in Clark County Nevada District Court, alleges that A.R.I. attempted to assert control over Lights O Enterprises® — including public claims of management authority — witho completing a lawful foreclosure process or obtaining court approval.

According to the Complaint, the defendant company and venture credit fu owned by Ellison (A.R.I. Senior Secured Growth Credit Fund, LP) alleged o wrongfully take over Lights Out Enterprises® by removing Merrima ding the company's certificate of incorporation and installing Ellison ole firm Director. The suit alleges that the defendants and General ging Partner Ellison began "holding themselves out to employees ar parties as controlling management of the Company, directing employ to report to them and issuing public statements announcing a change in leadership." These actions caused significant and irreparable harm and confusion among sponsors partners, employees, and others, as detailed in the Complaint.

The lawsuit stems from a disputed default over a loan venture credit fund A.R.I made to Lights Out Enterprises®. Merriman made continual efforts to repay the debt. The valuation of the company and its intellectual property vastly exceeds the amount of the alleged debt, as noted in the filing. It states, "The proxy and attorney-in-fact provisions in the Loan Agreement are security devices intended

to protect collateral value, not grants of managerial authority or ownership rights."

Shawne Merriman earned the nickname "Lights Out" during his long and legendary football career, which included being a valued player for the Buffalo Bills and San Diego Chargers. He subsequently built that name and reputation into the nationally recognized and trademarked brand "Lights Out"®. A key subset of that brand is Lights Out XF® a successful mixed martial arts (MMA) operation which has included over 29 events and 180 live-streamed fights.

In 2024, Lights Out XF® Inc. and A.R.I. entered into a Loan and Security Agreement. A.R.I. alleges that Lights Out® did not make timely interest payments from October-December 2025. In order to pay said alleged debt, Merriman negotiated with A.R.I. in good faith. However - after some back and forth communications - on January 2, 2026, A.R.I. notified Merriman and Lights Out® of a default. This caused Merriman to file this action to retain control of the enterprise he founded. The action notes, "The loan agreement does not authorize Defendants to operate the Company, act as officers, displace management or appropriate governance absent lawful foreclosure or court supervision."

Plaintiff seeks a TRO and preliminary injunction against Ellison's company and venture credit fund noting: "No privilege or justification for Lender's conduct exists. Lender's conduct was …(committed) with … disregard to the rights of Plaintiff and Lights Out® ."

The suit requests damages over $1 million as well as attorney fees. Merriman is represented by Ross Goodman, Goodman Law Group P.C. 520 S. Fourth Street, Las Vegas Nevada 89101 ross@goodmanlawgroup.com.

Nancy Sterling
ML Strategies, LLC
+1 617-348-1811
njsterling@mlstrategies.com

Legal Disclaimer:

EIN Presswire provides this news content "as is" without warranty of any kind. We do not accept any responsibility or liability
for the accuracy, content, images, videos, licenses, completeness, legality, or reliability of the information contained in this
article. If you have any complaints or copyright issues related to this article, kindly contact the author above.

39
NEW ARTICLES

THE NATIONAL LAW REVIEW

Artificial Intelligence

Antitrust Law

Bankruptcy & Restructuring

Biotech, Food, & Drug

Business of Law

Construction & Real Estate

Cybersecurity Media & FCC

Election & Legislative

Environmental & Energy

Family, Estates & Trusts

Financial, Securities & Banking

Global

Health Care Law

Immigration

Insurance

Intellectual Property Law

Labor & Employment

Litigation

Public Services, Infrastructure, Transportation

LEGAL DISCLAIMER

You are responsible for reading, understanding, and agreeing to the National Law Review's (NLR's) and the National Law Forum LLC's Terms of Use and Privacy Policy before using the National Law Review website. The National Law Review is a free-to-use, no-log-in database of legal and business articles. The content and links on www.NatLawReview.com are intended for general information purposes only. Any legal analysis, legislative updates, or other content and links should not be construed as legal or professional advice or a substitute for such advice. No attorney-client or confidential relationship is formed by the transmission of information between you and the National Law Review website or any of the law firms, attorneys, or other professionals or organizations who include content on the National Law Review website. If you require legal or professional advice, kindly contact an attorney or other suitable professional advisor.

Some states have laws and ethical rules regarding solicitation and advertisement practices by attorneys and/or other professionals. The National Law Review is not a law firm nor is www.NatLawReview.com intended to be a referral service for attorneys and/or other professionals. The NLR does not wish, nor does it intend, to solicit the business of anyone or to refer anyone to an attorney or other professional. NLR does not answer legal questions nor will we refer you to an attorney or other professional if you request such information from us.

Under certain state laws, the following statements may be required on this website and we have included them in order to be in full compliance with these rules. The choice of a lawyer or other professional is an important decision and should not be based solely upon advertisements. Attorney Advertising Notice: Prior results do not guarantee a similar outcome. Statement in compliance with Texas Rules of Professional Conduct. Unless otherwise noted, attorneys are not certified by the Texas Board of Legal Specialization, nor can NLR attest to the accuracy of any notation of Legal Specialization or other Professional Credentials.

The National Law Review - National Law Forum LLC 2070 Green Bay Rd., Suite 178, Highland Park, IL 60035 Telephone (708) 357-3317 or toll-free (877) 357-3317. If you would like to contact us via email please click here.

Copyright ©2026 National Law Forum, LLC

Do Not Sell or Share My Personal Information

Exhibit P

APPLIED REAL INTELLIGENCE IS SUED BY SHAWNE MERRIMAN'S LIGHTS OUT® ENTERPRISES; INJUNCTION AND DAMAGES SOUGHT

NEWS PROVIDED BY
Lights Out Enterprises →
Feb 13, 2026, 13:42 ET

"Wrongful Takeover of the Company" by Linked Venture Credit Fund Alleged

LAS VEGAS, Feb. 13, 2026 /PRNewswire/ -- Lights Out® Enterprises and CEO Shawne Merriman filed a lawsuit seeking a Temporary Restraining Order (TRO) to stop unauthorized governance and control actions taken by Applied Real Intelligence (A.R.I.) whose Managing Partner is Zack Ellison and a linked #venture credit fund (Case # A-26-937793-C). The Complaint, filed in Clark County Nevada District Court, alleges that A.R.I. attempted to assert control over Lights Out® Enterprises — including public claims of management authority — without completing a lawful foreclosure process or obtaining court approval. A.R.I. moved the suit to federal court.

The Complaint states that: "The Lender Takeover of the Company by Displacing Merriman as CEO, Sole Director and Stockholder Based on 3 Months of Interest Payments is Unconscionable."

According to the Complaint, the defendant company and venture credit fund owned by Ellison (A.R.I. Senior Secured Growth Credit Fund, LP) allegedly tried to wrongfully take over Lights Out® Enterprises in order to "clear the path for equity conversion and dilution" by removing Merriman, amending the company's certificate of incorporation and installing Ellison as the sole firm Director. The suit alleges that the defendants and General Managing Partner Ellison began "holding themselves out to employees and third

parties as controlling management of the Company, directing employees to report to them and issuing public statements announcing a change in leadership." These actions caused significant and irreparable harm and confusion among sponsors partners, employees, and others, as detailed in the Complaint.

The lawsuit stems from a disputed default over a loan venture credit fund A.R.I made to Lights Out® Enterprises which made continual efforts to repay the debt. The valuation of the company and its intellectual property vastly exceeds the amount of the alleged debt, as noted in the filing. It states, "The proxy and attorney-in-fact provisions in the Loan Agreement are security devices intended to protect collateral value, not grants of managerial authority or ownership rights."

Shawne Merriman earned the nickname "Lights Out" during his long and legendary football career, which included being a valued player for the Buffalo Bills and San Diego Chargers. He subsequently built that name and reputation into the nationally recognized and trademarked brand "Lights Out®". A key subset of that brand is Lights Out XF® a successful mixed martial arts (MMA) operation which has included over 29 events and 180 fights live-streamed.

In 2024, Lights Out XF® Inc. and A.R.I. entered into a Loan and Security Agreement. A.R.I. alleges that Lights Out® did not make timely interest payments from October-December 2025. However, after some back and forth communications, on January 2, 2026, A.R.I. notified Merriman and Lights Out® of a default. This action caused this filing to retain control of the enterprise. The action notes, "The loan agreement does not authorize Defendants to operate the Company, act as officers, displace management or appropriate governance absent lawful foreclosure or court supervision."

Plaintiff seeks a TRO and preliminary injunction against A.R.I. and venture credit fund noting: "No privilege or justification for Lender's conduct exists. Lender's conduct was malicious and committed with reckless disregard to the rights of Plaintiff and Lights Out® ."

The suit requests damages as well as attorney fees. Plaintiff is represented by Ross Goodman, Goodman Law Group P.C. of Las Vegas Nevada.

SOURCE Lights Out Enterprises

Exhibit Q

Lights Out® Enterprises Moves for Sanctions Alleging Applied Real Intelligence Is Concealing Identities of Its Limited Partners

NEWS PROVIDED BY
Lights Out Enterprises →
Feb 20, 2026, 11:35 ET

Zack Ellison's Company A.R.I. Confirms Unwillingness to Disclose Names in Legal Filing

LAS VEGAS, Feb. 20, 2026 /PRNewswire/ -- Lights Out® Enterprises filed a motion for sanctions based on Applied Real Intelligence's (A.R.I's) stated unwillingness to disclose the identity of its partners, as required by federal law. Lights Out® noted in a filing in Federal Court in Nevada that A.R.I. simply did an end run to delay the hearing for a temporary restraining order set by the Nevada state court. The Motion to Remand filed by A.R.I. is an acknowledgement that it was never going to disclose its limited partners, conceding it should never have removed the action in the first place.

The federal court filing goes on to state: "Limited partnerships and limited liability companies are citizens of every state of which its owners/members are citizens. *Id*.

A. R. I. Senior Secured Growth is a limited partnership composed of one general partner - Zachary Ellison- and numerous limited partners. Lights Out® Enterprises moves the Court consistent with federal law to direct disclosure of A.R.I.'s limited partners and will continue to identify these limited partners during the discovery process.

Lights Out® Enterprises has also sought recovery of attorneys' fees and costs associated with what it contends was an improper removal under 28 U.S.C. § 1447(c).

"Transparency and accountability matter," said Shawne Merriman, founder of Lights Out® Enterprises. "We filed in state court and were prepared to litigate there. When the case was moved to federal court, we immediately filed there. We remain prepared to proceed wherever the Court determines the matter belongs."

The lawsuit was originally filed in state court to undo what the Plaintiff alleges is the wrongful takeover of the business by a lender who has no experience in promoting MMA events. Lights Out® Enterprises also filed a Temporary Restraining Order (TRO) in federal court when the lender improperly removed the case.

Lights Out® Enterprises continues to seek injunctive relief and damages related to what it alleges are improper governance actions that have disrupted company operations, vendor relationships, and contractual obligations.

SOURCE Lights Out Enterprises

21%

more press release views with

Amplify™

Request a Demo

Exhibit R

Print Close

Ex-NFL star Shawne Merriman loses control of MMA company, legal battle ensues

By Ryan Gaydos

Published February 25, 2026

Fox News

Former NFL star Shawne Merriman founded Lights Out Xtreme Fighting in April 2019 with hopes of building a mixed martial arts brand that differentiates from global companies like UFC, Bellator and the like.

Lights Out made strides in doing just that. The company used innovative AI technology to bring more advertising possibilities to their bouts and signed a distribution rights deal with ESPN to broadcast in Latin American countries.

On Jan. 8, everything changed.

CLICK HERE FOR MORE SPORTS COVERAGE ON FOXNEWS.COM



Shawne Merriman, former NFL and Maryland Terrapins linebacker, is recognized on the court for his charity Lights On Foundation's during the second half of the game against the George Washington Colonials at Xfinity Center on Nov. 11, 2021. (Tommy Gilligan/USA TODAY Sports)

Lights Out Sports announced that Applied Real Intelligence (ARI), which is described as a "leading alternative investment firm and provider of growth capital to North American innovators," acquired a "majority interest in the company."

A press release at the time said Lights Out Sports "appointed Dr. Zack Ellison as Chairman of the Board, President, and Chief Executive Officer, effective immediately" and that Ellison would "next phase of growth, with responsibility for strategy, governance, capital allocation, and execution."

"Assets don't scale themselves. Leadership does," Ellison said in the release. "There's a huge opportunity at Lights Out to grow the platform across live events, streaming TV, and partnerships to create durable enterprise value."

Merriman told Fox News Digital the announcement came as a surprise to him.

"It was instant. I was literally being removed from the board and just got strong armed," Merriman said. "Like I said, we had every intention of making things right, that just wasn't even an option. This is unnecessary and even as I'm speaking to you today, we're looking for a solution and we got the capabilities for a solution but it's not an option. I get it, we got some signed paperwork that may allow them to do some things, but not this. It's just unfortunate. Every day, I'm just thinking about my team and staff and the fighters."

Merriman said the issue between the two companies stemmed over a loan from ARI. A lawsuit was filed against ARI Agent, LLC and ARI Senior Secured Growth on Jan. 26.

Lights Out secured an agreement to borrow $2.1 million in May 2024 and missed three interest payments between October and December 2025, totaling approximately $50,000, according to court documents filed in Nevada. The court filing said "the loan was

secured by company's assets including intellectual property" but ARI didn't have "management or ownership rights" in Lights Out.

BROWNS TO HOLD OPEN QB COMPETITION BETWEEN SHEDEUR SANDERS AND DESHAUN WATSON, GM SAYS



Shawne Merriman is the founder of Lights Out Xtreme Fighting and Lights Out Sports TV. (Robert Hanashiro, USAT, USA TODAY via Imagn Content Services, LLC)

Merriman's attorney said in a court filing the loan agreement preserved Lights Out and Merriman's "equity ownership and voting rights and contemplates secured-lender remedies." The filing said ARI "issued a notice purporting to exercise default remedies under the Loan Agreement and, simultaneously, invoked proxy and attorney-in-fact provisions" on Jan. 2.

The filing said that ARI allegedly removed Merriman from the board, changed the company's incorporation, "installed" Ellison as the director of the board and "paved the path for equity conversion and dilution."

The former NFL star's representatives argued that the "proxy and attorney-in-fact provisions in the Loan Agreement are security devices intended to protect collateral value, not grants of managerial authority or ownership rights" and "does not authorize Defendants to operate the Company, act as officers, displace management, or appropriate governance absent lawful foreclosure or court supervision."

Merriman sought to have it declared that ARI was not the director of Lights Out and it had no valid reason to cancel fights or end contracts with vendors as well as sought attorney fees and court costs.

ARI's attorney filed a motion to remove the case from the District Court of Clark County to U.S. District Court for the District of Nevada due to the diversity in citizenship of the plaintiff and defendant and the controversy at hand exceeded a value of $75,000.

On Feb. 17, Chief U.S. District Judge Andrew P. Gordon granted ARI its motion for the case to be remanded to state court. He said in his decision that ARI must respond to Lights Out's request to pay their attorney fees, which sparked new filings between the two sides on Monday.

In between the decision and the new filings, Lights Out said in a news release on Feb. 20 a Temporary Restraining Order (TRO) in federal court.

"I'm hoping to pay the money back like we intended to do and move on and get started immediately," Merriman told Fox News Digital. "That's what I'm hoping for. I'm not a person that wants to fight because fighting is time and money and it also affects a lot of people. I've got staff that have had opportunities to go other places for more money and they didn't because they believed in me. They believed in what I was building. It's just unfortunate that so many people are affected by this."



Shawne Merriman attends Michael Rubin's Fanatics Super Bowl party at the Marquee Nightclub at The Cosmopolitan of Las Vegas on February 10, 2024 in Las Vegas, Nevada. (Ethan Miller/Getty Images)

ARI's attorneys filed a response to Merriman's TRO request on Wednesday, saying that the case didn't involve a "wrongful takeover" of a company but instead involved "distressed borrowers" in Lights Out XF and Lights Out Enterprises. The court filing said ARI "voluntarily and knowingly executed guaranties and warrants that gave A.R.I. governance rights over the Company."

If Merriman defaulted on the loan, ARI said in its court filing that it allowed ARI to "exercise all voting, corporate, and other rights' as

if it were the absolute owner."

ARI's attorneys added that the company lawfully exercised control of the company "pursuant to default-triggered proxies and thereafter became the majority owner through the exercise of the previously granted warrant rights."

CLICK HERE TO DOWNLOAD THE FOX NEWS APP

"Ultimately, this case is about whether Merriman, a borrower who admitted default and contractually surrendered control of a company, may use emergency relief to undo the consequences of his own agreements," the filing read. "Under settled principals of contract enforcement and equitable relief, he may not. Merriman's Application for Temporary Restraining Order and Motion for Preliminary Injunction should be denied."

A decision could come as early as Friday.

Ryan Gaydos is a senior editor for Fox News Digital.

Print Close

URL

https://www.foxnews.com/sports/ex-nfl-star-shawne-merriman-loses-control-mma-company-legal-battle-ensues

Home | Video | Politics | U.S. | Opinion | Entertainment | Tech | Science | Health | Travel | Lifestyle | World | Sports | Weather

Privacy | Terms

This material may not be published, broadcast, rewritten, or redistributed. © FOX News Network, LLC. All rights reserved. Quotes displayed in real-time or delayed by at least 15 minutes. Market data provided by Factset. Powered and implemented by FactSet Digital Solutions. Legal Statement. Mutual Fund and ETF data provided by LSEG. Do Not Sell my Personal Information - New Terms of Use - FAQ

Exhibit S

CEO
Lights Out Brand
Jan 2005 - Present · 21 yrs 5 mos
Los Angeles Metropolitan Area

I am the founding CEO of the Lights Out brand, www.ShopLightsOut.com, a one stop shop for professional grade equipment and fitness supplies.

Lights Out have Men's & Women's lines

www.ShopLightsOut.com | TW: @LightsOutBrand | FB: /LightsOutBrand | IG: @LightsOutBrand





Exhibit A

EXECUTION VERSION

LOAN AND SECURITY AGREEMENT

This LOAN AND SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**") dated as of May 13, 2024 (the "**Closing Date**") is entered into among **LIGHTS OUT XF, INC.**, a Delaware corporation ("**Borrower Representative**"), and each other Person (if any) party hereto as a borrower from time to time (collectively, jointly and severally, "**Borrowers**", and each, individually, a "**Borrower**"), the other Loan Parties from time to time party hereto, the lenders from time to time party hereto (collectively, "**Lenders**", and each, a "**Lender**"), and **A.R.I. AGENT, LLC**, as administrative agent and collateral agent for Lenders (in such capacity, "**Agent**").

AGREEMENT

The parties hereto hereby agree as follows:

1. ACCOUNTING AND OTHER TERMS

Accounting terms not defined in this Agreement shall be construed in accordance with GAAP, and calculations and determinations shall be made following GAAP, consistently applied. Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth on Exhibit A. All other terms contained in this Agreement, unless otherwise indicated, shall have the meaning provided by the Code to the extent such terms are defined therein. As used in the Loan Documents, the word "shall" is mandatory, the word "may" is permissive, the word "or" is not exclusive, the words "includes" and "including" are not limiting, the singular includes the plural, and numbers denoting amounts that are set off in brackets are negative. Unless otherwise specified, all references in this Agreement or any Annex or Schedule hereto to a "Section," "subsection," "Exhibit," "Annex," or "Schedule" shall refer to the corresponding Section, subsection, Exhibit, Annex, or Schedule in or to this Agreement. For purposes of the Loan Documents, whenever a representation or warranty is made to a Person's knowledge or awareness, knowledge or awareness means the actual knowledge, after reasonable investigation, of any Responsible Officer of such Person.

2. LOAN AND TERMS OF PAYMENT

2.1 Promise to Pay. Each Borrower hereby unconditionally promises to pay Agent, for the ratable benefit of Lenders, the outstanding principal amount of all Loans, accrued and unpaid interest, fees and charges thereon and all other amounts owing hereunder as and when due in accordance with this Agreement.

2.2 Availability and Repayment of the Loans.

(a) Availability.

(i) Subject to the terms and conditions of this Agreement, the Lenders agree, severally and not jointly, to make a term loan to Borrowers on the Closing Date in an aggregate amount of Nine Hundred Fifty Thousand Dollars ($950,000) according to each Lender's Term Loan Commitment as set forth on Schedule 1 hereto (such term loans are hereinafter referred to singly as a "**Term A Loan**", and collectively as the "**Term A Loans**"), Four Hundred Fifty Thousand Dollars ($450,000) of which shall be funded directly to Borrowers on the Closing Date and the remaining Five Hundred Thousand Dollars ($500,000) of which shall be funded to Agent on the Closing Date (the "**Term A Escrow Amount**"), to be held in escrow for and on behalf of Borrowers until such time as Agent has received satisfactory evidence that the conditions set forth on Schedule 2 hereto have been fully and duly satisfied (such date, the "**Term A Escrow Expiration Date**"), whereupon the Term A Escrow Amount shall promptly be released from escrow and funded to a Deposit Account of Borrower subject to an Account Control Agreement. After repayment, no Term A Loan may be re-borrowed.

(ii) Subject to the terms and conditions of this Agreement, at any time prior to the Term Loan Maturity Date or the termination of this Agreement, whichever occurs earlier, subject to the mutual written agreement of Borrower Representative, Agent, and the Lenders (each, in their sole discretion), one or more additional term loans may be made by the Lenders to Borrowers following the Closing Date (any and all such additional term loans are hereinafter referred to singly as a "**Term Accordion Loan**", and collectively as the "**Term Accordion Loans**"; each Term A Loan and Term Accordion Loan is hereinafter referred to singly as a "**Term Loan**" and the Term A Loans and Term Accordion Loans are hereinafter referred to collectively as the "**Term Loans**"). After

repayment, no Term Accordion Loan may be re-borrowed. Notwithstanding anything to the contrary in any Loan Document, the Lenders shall be under no obligation to make or fund any Term Accordion Loan unless and until their respective completion of satisfactory due diligence (as determined at the sole discretion of each) and their respective accession to the terms set forth herein governing such Loans, as reflected by a written amendment hereto, duly executed and delivered by each of the Loan Parties, Agent, and the Lenders.

(b) Repayment. Commencing on the Amortization Date, and continuing thereafter on each Payment Date, Borrowers shall make consecutive monthly payments of equal principal, which would fully amortize the principal amount of the Term Loans by the Term Loan Maturity Date, plus accrued and unpaid interest. Any and all unpaid Obligations, including principal and accrued and unpaid interest in respect of the Term Loans, other fees and other sums, if any, shall be due and payable in full on the Term Loan Maturity Date. The Term Loans may only be prepaid in accordance with Sections 2.2(c) or (d).

(c) Mandatory Prepayment Upon an Acceleration. If the Loans are accelerated following the occurrence and during the continuance of an Event of Default, Borrowers shall immediately pay to Agent, for the ratable benefit of Lenders, an amount equal to the sum of:

(i) all outstanding principal plus accrued and unpaid interest thereon, plus

(ii) all other sums, if any, that shall have become due and payable, including interest at the Default Rate, if applicable.

(d) Permitted Prepayment of Loans. Borrowers shall have the option to prepay all, but not less than all, of the Loans, provided Borrower Representative provides written notice to Agent (whereupon Agent shall promptly provide written notice thereof to Lenders) of its election to prepay the Loans at least thirty (30) days prior to such prepayment, and pay, on the date of such prepayment, to Agent, for the ratable benefit of Lenders, an amount equal to the sum of:

(i) all outstanding principal of the Loans plus all accrued and unpaid interest thereon, plus

(ii) the Prepayment Premium (if applicable); plus

(iii) all other sums, if any, that shall have become due and payable, including interest at the Default Rate, if applicable.

(e) Use of Proceeds. Borrowers shall use the proceeds of the Loans for working capital and other general corporate purposes of the Borrowers, including (without limitation) the hiring of senior officers of Borrower Representative, working capital, the payment of marketing and operations expenses, and other general corporate purposes.

2.3 Payment of Interest.

(a) Interest Rate. Subject to Section 2.3(b), the outstanding principal amount of the Loans shall accrue interest from and after its Funding Date, at the Applicable Rate, and Borrowers shall pay such interest monthly in arrears on each Payment Date commencing on the last Business Day of each calendar month to occur while such Loan in outstanding and the final maturity date of such Loan; provided that, Borrowers agree to pay, on the Funding Date of each Term Loan, any partial monthly interest payment otherwise due for the period between the Funding Date of such Term Loan and the first Payment Date thereof.

(b) Default Rate. Immediately upon the occurrence and during the continuance of an Event of Default, the Obligations shall bear interest at a rate per annum which is five percentage points (5.0%) above the rate that is otherwise applicable thereto (the "**Default Rate**"). Fees and expenses which are required to be paid by Borrowers pursuant to the Loan Documents (including, without limitation, Lender Expenses) but are not paid when due shall bear interest until paid at a rate equal to the highest rate applicable to the Obligations. Payment or acceptance of the increased interest rate provided in this Section 2.3(b) is not a permitted alternative to timely payment and shall not constitute a waiver of any Event of Default or otherwise prejudice or limit any rights or remedies of Agent or Lenders.

(c) Payment; Interest Computation. Interest is payable monthly in arrears on the Payment Date of the following month and shall be computed on the basis of a 360-day year for the actual number of days elapsed. In computing interest, (i) all payments received after 11:00 a.m. Eastern Time on any day may, at Agent's discretion,

be deemed received at the opening of business on the next Business Day, and (ii) the date of the making of any Loan shall be included and the date of payment shall be excluded.

(d) Maximum Interest. Notwithstanding any provision in this Agreement or any other Loan Document, it is the parties' intent not to contract for, charge or receive interest at a rate that is greater than the maximum rate permissible by law that a court of competent jurisdiction shall deem applicable hereto (the "**Maximum Rate**"). If a court of competent jurisdiction shall finally determine that a Borrower has actually paid to or for the benefit of Lenders an amount of interest in excess of the amount that would have been payable if all of the Obligations had at all times borne interest at the Maximum Rate, then such excess interest actually paid by Borrowers shall be applied as follows: first, to the payment of principal outstanding in respect of the Loans; second, after all principal is repaid, to the payment of accrued interest, third, to the payment of Lender Expenses and any other Obligations; and fourth, after all Obligations are repaid, the excess (if any) shall be refunded to Borrowers or paid to whomsoever may be legally entitled thereto, provided that amounts payable to Lenders, shall be paid ratably.

2.4 Fees and Charges. Borrowers shall pay to Agent, for the ratable benefit of Lenders:

(a) Closing Fee. A closing fee in the amount of Nineteen Thousand Dollars ($19,000) due and payable on the Closing Date.

(b) Ticking Fee. A non-refundable ticking fee (the "**Ticking Fee**") in an amount (calculated based on a 360-day year and actual days elapsed) equal to the Applicable Rate accruing on the Term A Escrow Amount, commencing on the Closing Date and continuing thereafter until and including the Term A Escrow Expiration Date. The Ticking Fee shall be fully earned on the Closing Date and shall be due and payable in full on the Term A Escrow Expiration Date. Once paid, the Ticking Fee shall not be refundable under any circumstances. The Ticking Fee payable hereunder shall be payable in cash, in immediately available funds, in U.S. dollars, and free and clear of and without deduction for any and all present or future applicable taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto (with appropriate gross-up for withholding taxes). Without limiting the foregoing, the Borrowers' obligation to pay the Ticking Fee hereunder shall be absolute and unconditional and shall not be subject to reduction by way of setoff or counterclaim or otherwise.

(c) Processing Fee. An annual non-refundable agent servicing fee, in the amount of (i) $6,266.66 earned, due and payable on the Closing Date and (ii) $5,000.00 earned, due and payable on each anniversary of the Closing Date.

(d) Lender Expenses. All Lender Expenses (including reasonable attorneys' fees and expenses for documentation and negotiation of this Agreement and the other Loan Documents) incurred through and after the Closing Date, when due (or, if no stated due date, within two (2) Business Days after demand by Agent). Borrower Representative has paid to Agent a deposit of Twenty-Five Thousand Dollars ($25,000) (the "**Good Faith Deposit**") to initiate Agent's due diligence review process, which will be applied to the Lender Expenses on the Closing Date and, to the extent the amount of the Good Faith Deposit exceeds the Lender Expenses on the Closing Date, such excess amount shall be credited against and reduce the Closing Fee by such excess amount.

(e) Fees Fully Earned. Unless otherwise expressly provided in this Agreement, the fees and charges specified in (i) clause (a) above and item (i) of clause (c) above are fully-earned as of the Closing Date and (ii) clauses (b) through (d) above are due and payable pursuant to the terms of this Agreement, and in no event shall any Borrower be entitled to any credit (other than pursuant to Section 2.4(d)), rebate, refund, reduction, proration or repayment of any fees or charges earned by each Lender pursuant to this Agreement notwithstanding any termination of this Agreement or the suspension or termination of a Lender's obligation to make loans and advances hereunder and notwithstanding the required payment date for such fees or charges. Agent, on behalf of Lenders, may debit and deduct amounts owing by Borrowers under the clauses of this Section 2.4 pursuant to the terms of Section 2.5(c).

2.5 Payments; Application of Payments; Automatic Payment Authorization.

(a) All payments to be made by Borrowers under any Loan Document, including payments of principal and interest and all fees, charges, expenses, indemnities and reimbursements, shall be made in immediately available funds in Dollars, without setoff, recoupment or counterclaim, before 11:00 a.m. Eastern Time on the date when due. Payments of principal and/or interest received after 11:00 a.m. Eastern Time may, at Agent's discretion, be considered received at the opening of business on the next Business Day. When a payment is due on a day that is not a Business Day, the payment shall be due the next Business Day, and additional fees or interest, as applicable, shall continue to accrue until paid.

(b) No Borrower shall have a right to specify the order or the loan accounts to which a Lender shall allocate or apply any payments made by a Borrower to or for the benefit of such Lender or otherwise received by such Lender under this Agreement when any such allocation or application is not expressly specified elsewhere in this Agreement.

(c) Unless otherwise notified by Agent in writing, Agent, for itself or for the ratable benefit of Lenders, as applicable, may initiate debit entries to any Deposit Accounts as authorized on the Automatic Payment Authorization for principal and interest payments or any other amounts Borrowers owe Agent or Lenders when due. These debits shall not constitute a set-off. If the ACH payment arrangement is terminated for any reason, Borrowers shall make all payments due to Agent or Lenders at Agent's address specified in Section 10, or as otherwise notified by Agent in writing.

(d) Payments received by Agent or any Lender from any of the Loan Parties under this Agreement will be made free and clear of and without deduction for any and all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority (including any interest, additions to tax or penalties applicable thereto). However, if at any time any Governmental Authority, applicable law, regulation or international agreement requires any Loan Party to make any withholding or deduction from any such payment or other sum payable hereunder to Agent or any Lender, as applicable, the Loan Parties hereby covenant and agree, jointly and severally, that the amount due from any such Loan Party with respect to such payment or other sum payable hereunder will be increased to the extent necessary to ensure that, after the making of such required withholding or deduction, Agent or such Lender, as applicable, receives a net sum equal to the sum that would have been received had no withholding or deduction been required, and such Loan Party shall pay the full amount withheld or deducted to the relevant Governmental Authority. The applicable Loan Party will, upon request, furnish Agent and the affected Lender with proof reasonably satisfactory to Agent and the affected Lender indicating that such Loan Party has made such withholding payment. The agreements and obligations of the Loan Parties contained in this Section 2.5(d) shall survive the termination of this Agreement.

2.6 Promissory Notes. Borrowers agree that: (a) upon written notice by or on behalf of any Lender to Borrowers that a promissory note or other evidence of indebtedness is requested by such Lender to evidence the Loans and other Obligations owing or payable to, or to be made by, such Lender, Borrowers shall promptly (and in any event within three (3) Business Days of any such request) execute and deliver to such Lender an appropriate promissory note, in substantially the form attached hereto as Exhibit G, and (b) upon any Lender's written request, and in any event within three (3) Business Days of any such request, Borrowers shall execute and deliver to such Lender new notes and/or divide the notes in exchange for then existing notes in such smaller amounts or denominations as such Lender shall specify in its sole and absolute discretion; provided, that the aggregate principal amount of such new notes shall not exceed the aggregate principal amount of the applicable Loans made by such Lender; provided, further, that such promissory notes that are to be replaced shall then be deemed no longer outstanding hereunder and replaced by such new notes and returned to Borrowers within a reasonable period of time after such Lender's receipt of the replacement notes. Regardless of whether or not any such promissory notes are issued, this Agreement shall evidence the Loans and other Obligations owing or payable by Borrowers to each Lender.

3. CONDITIONS OF LOANS

3.1 Conditions Precedent to Initial Loan. Each Lender's obligation to make the initial Loan is subject to the condition precedent that Agent shall have received (unless otherwise waived by Agent in writing), in form and substance satisfactory to Agent, such documents, and completion of such other matters, as Agent may reasonably deem necessary or appropriate, including, without limitation:

(a) duly executed signatures to this Agreement;

(b) duly executed signatures to the Warrant;

(c) duly executed signatures to the IP Security Agreement;

(d) duly executed signatures to an Affiliate Agreement by and between Agent (and/or one or more of its Affiliates, including Applied Real Intelligence, LLC), Borrowing Representative, and certain directors, officers, investors, and/or other Affiliates of the Loan Parties, in form and substance acceptable to Agent in its sole discretion (the "**Affiliate Agreement**");

(e) [reserved];

(f) [reserved];

(g) duly executed signatures to the Collateral Access Agreement(s) for such locations as Agent may require;

(h) for each Loan Party, a certificate of such Loan Party, duly executed by a Responsible Officer of such Loan Party, certifying and attaching (i) the Operating Documents of such Loan Party, (ii) resolutions duly approved by the Board of such Loan Party, (iii) any resolutions, consent or waiver duly approved by the requisite holders of such Loan Party's Equity Interests, if applicable (or certifying that no such resolutions, consent or waiver is required), and (iv) a schedule of incumbency;

(i) for each Loan Party, a certificate of such Loan Party, duly executed by a Responsible Officer of such Loan Party and dated as of the Closing Date, (x) either (A) attaching copies of all consents, licenses and approvals required in connection with the execution, delivery and performance by such Loan Party and the validity against such Loan Party of the Loan Documents to which it is party, and certifying that such consents, licenses and approvals are then in full force and effect, or (B) certifying that no such consents, licenses or approvals are so required; and (y) certifying that (i) each of the representations and warranties made by such Loan Party in or pursuant to the Loan Documents to which it is party are true and correct in all respects, (ii) no Default or Event of Default has occurred and is continuing as of or on the Closing Date, both immediately prior to and after the execution and delivery of this Agreement and giving effect to the Loans and other extensions of credit requested to be made on the Closing Date, (iii) there has been no event or circumstance since December 31, 2022, that has had or that could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect, and (iv) there has been no material adverse deviation by the Loan Parties from the most recent financial/business plan of the Loan Parties previously delivered and presented to, and accepted by, Agent.

(j) [reserved];

(k) [reserved];

(l) evidence that the following Liens have been terminated prior to the Closing Date and corresponding UCC-3 financing statement terminations have been duly and properly filed: (A) all-asset Lien (w/proceeds) in favor of Gulf Coast Bank and Trust Company, filed with the Delaware Secretary of State on 11/03/23 as instrument no. 20237487126; and (B) all-asset Lien (w/proceeds) in favor of Gulf Coast Bank and Trust Company, filed with the Nevada Secretary of State on 11/02/23 as instrument no. 2023351489-5;

(m) evidence (in the form of standard and typical good standing certificates, duly issued by both the Secretary of State of Delaware and the Secretary of State of Nevada no more than three (3) Business Days prior to the Closing Date) that the Borrower Representative is (A) in good standing in the state of Delaware as of the Closing Date (those deficiencies identified by Agent prior thereto having been remedied by the due and proper filing of its 2023 Annual Report with the Delaware Secretary of State and/or the payment of taxes) and (B) in good standing (and therefore not in default status) in the state of Nevada as of the Closing Date (those deficiencies identified by Agent prior thereto having been remedied by the due and proper filing of its 2023 Annual Report with the Nevada Secretary of State);

(n) the Perfection Certificate of Borrowers, together with the duly executed signature thereto;

(o) evidence satisfactory to Agent, that the insurance policies and endorsements required by Section 6.5 are in full force and effect;

(p) the original stock certificates representing any Shares, if any, together with a stock power or other appropriate instrument of transfer, duly executed by the holder of record of such Shares and in blank;

(q) all documentation and other information that Agent or any Lender reasonably requires in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act, to include a duly executed copy of an IRS Form W-9 or other such applicable IRS Forms;

(r) a disbursement letter, duly executed by Borrower Representative;

(s) the Automatic Payment Authorization, duly executed by Borrower Representative;

(t) payment of the closing fee and Lender Expenses then due as specified in Section 2.4(a);

(u) capitalization tables for Borrowers, including both a summary of Equity Interests outstanding, by class and series, as well as details showing, with respect to each investment, the purchase price per share, the deemed original issue price (if different), and with respect to each convertible security, option, or warrant, the conversion price or exercise price, as applicable, and including detail by class and series as well as on an as-converted to common stock basis;

(v) the Agent and its counsel shall have completed all due diligence (including, without limitation, investor diligence calls), which shall be satisfactory to Agent;

(w) Agent and Lenders shall have each received their respective internal credit committee approvals to proceed with the Loans and other transactions contemplated hereby; and

(x) completion of such matters and delivery of such documents as Agent may reasonably require.

3.2 Conditions Precedent to all Loans. Each Lender's obligation to make each Loan is subject to the following conditions precedent:

(a) except for any Loans funded on the Closing Date, timely receipt of an executed Loan Request by Agent (whereupon Agent shall promptly notify all applicable Lenders);

(b) the representations and warranties in this Agreement and the other Loan Documents shall be true, accurate, and complete in all material respects on the date of the Loan Request and on the Funding Date of each Loan; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date;

(c) no Default or Event of Default shall have occurred and be continuing on and as of the Funding Date of such Loan or result from the funding of such Loan; and

(d) there has not been any event or circumstance that has had or could reasonably be expected to have a Material Adverse Effect, or any material adverse deviation by Borrowers from the most recent business plan of Borrowers presented to and accepted by Agent, as determined by Agent in Agent's discretion.

3.3 Covenant to Deliver.

(a) Borrowers agree to deliver to Agent each item required to be delivered to Agent under this Agreement as a condition precedent to any Loan (unless otherwise waived by Agent in writing). Borrowers expressly agree that a Loan made prior to the receipt by Agent of any such item shall not constitute a waiver by Agent of a Borrower's obligation to deliver such item, and the making of any Loan in the absence of a required item shall be in Agent's sole discretion.

(b) Borrower agrees to deliver the items set forth on Schedule 2 hereto within the timeframe set forth therein (or by such other date as Agent may approve in writing), in each case, in form and substance reasonably acceptable to Agent.

3.4 Procedures for Borrowing. To obtain a Loan (other than any Loan made on the Closing Date), Borrower Representative shall deliver a completed Loan Request to Agent (which may be delivered by email) no later than 3:00 p.m. Eastern Time, ten (10) Business Days prior to the date such Loan is requested to be made (whereupon Agent shall promptly notify all affected Lenders). On the Funding Date, each applicable Lender shall fund the applicable Loan in the manner requested by the Loan Request, provided that each of the conditions precedent to such Loan is satisfied.

4. CREATION OF SECURITY INTEREST

4.1 Grant of Security Interest. Each Loan Party hereby grants to Agent, for itself and the ratable benefit of Lenders, to secure the payment and performance in full of all of the Obligations, a continuing security interest in, and pledges to Agent, the Collateral, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof. If this Agreement is terminated, Agent's Lien in the Collateral shall continue until the Obligations (other than contingent indemnification obligations as to which no claim has been asserted or is known to exist) are repaid in full in cash.

4.2 Priority of Security Interest. Each Loan Party represents, warrants, and covenants that the security interest granted herein is and shall at all times continue to be a first priority perfected security interest in the Collateral (subject only to Permitted Liens that are permitted pursuant to the terms of this Agreement to have superior priority to Agent's Lien under this Agreement). If a Loan Party shall acquire a commercial tort claim with a potential recovery in excess of Fifty Thousand Dollars ($50,000), such Loan Party shall promptly notify Agent in writing and deliver such other information and documents as Agent may require to perfect Agent's security interest in such commercial tort claim. If a Loan Party shall acquire a certificate with respect to Shares or any instrument, such Loan Party shall promptly notify Agent in writing and deliver the same together with a stock power or instrument of transfer and any necessary endorsement, all in form satisfactory to Agent.

4.3 Authorization to File Financing Statements. Each Loan Party hereby authorizes Agent to file at any time financing statements, continuation statements and amendments thereto with all appropriate jurisdictions to perfect or protect Agent's interest or rights hereunder. Such financing statements may describe the Collateral as all assets of such Loan Party.

4.4 Pledge of Collateral. Each Loan Party hereby pledges, assigns and grants to Agent a security interest in all the Equity Interests in which such Loan Party has any interest, including the Shares, together with all proceeds and substitutions thereof, all cash, stock and other moneys and property paid thereon, all rights to subscribe for securities declared or granted in connection therewith, and all other cash and noncash proceeds of the foregoing, as security for the performance of the Obligations. On the Closing Date or as required pursuant to Section 6.11, the certificate or certificates for such Equity Interests, to the extent certificated, will be delivered to Agent, accompanied by a stock power or other appropriate instrument of assignment duly executed in blank. To the extent required by the terms and conditions governing the Equity Interests in which a Loan Party has an interest, such Loan Party shall cause the books of each Person whose Equity Interests are part of the Collateral and any transfer agent to reflect the pledge of the Equity Interests. Upon the occurrence and during the continuance of an Event of Default hereunder, Agent may effect the transfer of any securities included in the Collateral (including but not limited to the Equity Interests) into the name of Agent and cause new certificates representing such securities to be issued in the name of Agent or its transferee. Each Loan Party will execute and deliver such documents, and take or cause to be taken such actions, as Agent may reasonably request to perfect or continue the perfection of Agent's security interest in the Equity Interests. Unless an Event of Default shall have occurred and be continuing, each Loan Party shall be entitled to exercise any voting rights with respect to the Equity Interests in which it has an interest and to give consents, waivers and ratifications in respect thereof, and provided further, that no vote shall be cast or consent, waiver or ratification given or action taken which would be inconsistent with any of the terms of this Agreement or which would constitute or create any violation of any of such terms. All such rights to vote and give consents, waivers and ratifications shall terminate upon the occurrence and during the continuance of an Event of Default.

5. REPRESENTATIONS AND WARRANTIES

Each Loan Party represents and warrants as follows:

5.1 Due Organization, Authorization; Power and Authority.

(a) Each Loan Party is and each of its Subsidiaries are duly existing and in good standing as a Registered Organization in their respective jurisdictions of formation and are qualified and licensed to do business and are in good standing in any other jurisdiction in which the conduct of their respective business or ownership of property require that they be qualified except where the failure to do so could not reasonably be expected to have a Material Adverse Effect. In connection with this Agreement, Borrower Representative has delivered to Agent a completed certificate signed by Borrower Representative entitled "**Perfection Certificate**". Except to the extent Borrower Representative has provided notice of a legal name change to Agent in accordance with Section 7.2, (i) each Loan Party's exact legal name is that indicated on the Perfection Certificate and on the signature page hereof; (ii) each Loan Party is an organization of the type and is organized in the jurisdiction set forth in the Perfection Certificate; (iii) the Perfection Certificate accurately sets forth each Loan Party's organizational identification number or accurately states that such Loan Party has none; (iv) the Perfection Certificate accurately sets forth each Loan Party's place of business, or, if more than one, its chief executive office as well as such Loan Party's mailing address (if different than its chief executive office); (v) except as set forth in the Perfection Certificate, each Loan Party (and each of its predecessors) has not, in the past five (5) years, changed its jurisdiction of formation, organizational structure or type, or any organizational number assigned by its jurisdiction; and (vi) all other information set forth on the Perfection Certificate pertaining to each Loan Party and each of its Subsidiaries is accurate and complete in all material respects

(it being understood and agreed that each Loan Party may from time to time update certain information in the Perfection Certificate after the Closing Date to the extent permitted by one or more specific provisions in this Agreement).

(b) The execution, delivery and performance by each Loan Party of the Loan Documents to which it is a party have been duly authorized, and do not (i) conflict with such Loan Party's Operating Documents or other organizational documents, (ii) contravene, conflict with, constitute a default under or violate any Requirement of Law, (iii) contravene, conflict or violate any applicable order, writ, judgment, injunction, decree, determination or award of any Governmental Authority by which such Loan Party or any of its Subsidiaries or any of their property or assets may be bound or affected, (iv) require any action by, filing, registration, or qualification with, or Governmental Approval from, any Governmental Authority (except (x) such Governmental Approvals which have already been obtained and are in full force and effect and (y) those filings or registrations that are necessary to perfect Liens created pursuant to the Loan Documents), or (v) conflict with, contravene, constitute a default or breach under, or result in or permit the termination or acceleration of any material agreement by which such Loan Party is bound. No Loan Party is in default under any agreement to which it is a party or by which it is bound in which the default could reasonably be expected to have a Material Adverse Effect.

5.2 Collateral.

(a) Each Loan Party has good title to, rights in, and the power to transfer each item of the Collateral upon which it purports to grant a Lien hereunder, free and clear of any and all Liens except Permitted Liens.

(b) Except for the Collateral Accounts described in the Perfection Certificate or in a notice timely delivered pursuant to Section 6.6, no Loan Party has any Collateral Accounts at or with any bank, broker or other financial institution, and each Loan Party has taken such actions as are necessary to give Agent a perfected security interest in all Collateral Accounts, as required pursuant to the terms of Section 6.6(b).

(c) The Collateral is located only at the locations identified in the Perfection Certificate and other Permitted Locations. The Collateral is not in the possession of any third party bailee (such as a warehouse) except as otherwise provided in the Perfection Certificate or as disclosed in writing pursuant to Section 6.12.

(d) Each Loan Party is the sole owner of the Intellectual Property which it owns or purports to own except for (i) licenses constituting "Permitted Transfers", (ii) open-source software, (iii) over-the-counter software that is commercially available to the public, (iv) Intellectual Property licensed to such Loan Party and noted on the Perfection Certificate or as disclosed pursuant to Section 6.7(b), and (v) immaterial Intellectual Property licensed to such Loan Party. Each Patent (other than patent applications) which it owns or purports to own and which is material to such Loan Party's business is valid and enforceable, and no part of the Intellectual Property that a Loan Party owns or purports to own and is material to the Loan Parties' business has been judged invalid or unenforceable, in whole or in part. No claim has been made that any part of the Intellectual Property violates the rights of any third party except to the extent such claim could not reasonably be expected to have a Material Adverse Effect. Except as noted on the Perfection Certificate or as disclosed pursuant to Section 6.7(b), no Loan Party is a party to, nor is it bound by, any Restricted License. No Subsidiary which is not a Loan Party owns any material Intellectual Property. It will not be necessary to use any inventions of any of such Loan Party's employees or consultants (or Persons it currently intends to hire) made prior to their employment by such Loan Party. Each current and prior employee, consultant or other Affiliate thereof has entered into an invention assignment agreement or similar agreement with such Loan Party with respect to all intellectual property rights he or she owns that are related to the Loan Parties' business.

5.3 Accounts; Material Agreements. The Accounts are bona fide existing obligations. The property or services giving rise to such Accounts have been delivered or rendered. No Loan Party has received any notice of actual or imminent insolvency of any Account Debtor. The material licenses and agreements to which any Loan Party or any of its Subsidiaries is a party is in good standing and in full force and effect and no Loan Party is in material breach with respect thereto. No material customer or supplier has terminated, significantly reduced or communicated its intent to do so to any Loan Party or any of its Subsidiaries.

5.4 Litigation and Proceedings. Except as set forth in the Perfection Certificate or as disclosed in writing pursuant to Section 6.2, there are no actions, suits, litigations or proceedings, at law or in equity, pending, or, to the knowledge of any Responsible Officer, threatened in writing, by or against any Loan Party, officers or directors involving more than, individually or in the aggregate for all related proceedings, Fifty Thousand Dollars ($50,000) or in which any adverse decision has had or could reasonably be expected to have a Material Adverse Effect.

5.5 Financial Statements; Financial Condition. All consolidated and consolidating financial statements for the Loan Parties and each of their Subsidiaries delivered to Agent fairly present in all material respects the consolidated and consolidating financial condition and results of operations of the Loan Parties and each of their Subsidiaries as of the respective dates and for the respective periods then ended (subject to normal and customary year end audit adjustments), and there are no material liabilities (including any contingent liabilities) which are not reflected in such financial statements. There has not been any material deterioration in the consolidated and consolidating financial condition of the Loan Parties and their respective Subsidiaries or the Collateral since the date of the most recent financial statements submitted to Agent.

5.6 Solvency. The fair salable value of the assets (including goodwill minus disposition costs) of the Loan Parties and each of their Subsidiaries, individually and on a consolidated basis, exceeds the fair value of liabilities of the Loan Parties' and each of their Subsidiaries, on a consolidated basis; no Loan Party is left with unreasonably small capital after the transactions contemplated by this Agreement and the other Loan Documents; and each Loan Party is able to pay its debts (including trade debts) as they mature or otherwise become due.

5.7 Consents; Approvals. Each Loan Party and each of its Subsidiaries have obtained all third party consents, approvals, waivers, made all declarations or filings with, given all notices to, and obtained all consents, licenses, permits or other approvals from all Governmental Authorities that are necessary (i) to enter into the Loan Documents and consummate the transactions contemplated thereby, and (ii) to continue their respective businesses as currently conducted, except (with respect to this clause (ii)) where failure to do so could not reasonably be expected to result in a Material Adverse Effect.

5.8 Subsidiaries; Investments. No Loan Party has any Subsidiaries, except as noted on the Perfection Certificate or as disclosed to Agent pursuant to Section 6.11 below. No Loan Party owns any stock, partnership, or other ownership interest or other Equity Interests except for Permitted Investments.

5.9 Tax Returns and Payments. Each Loan Party and each of its Subsidiaries has timely filed, or caused to be filed, all required tax returns and reports (or appropriate extensions therefor), and such Loan Party and each of its Subsidiaries has timely paid, or caused to be paid, all foreign, federal, state and local taxes, assessments, deposits and contributions owed by such Loan Party or such Subsidiary, as applicable, except (a) to the extent such taxes are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted, so long as such reserve or other appropriate provision, if any, as shall be required in conformity with GAAP shall have been made therefor, or (b) if such taxes, assessments, deposits and contributions do not, individually or in the aggregate, exceed Ten Thousand Dollars ($10,000). No Loan Party is aware of any claims or adjustments proposed for any prior tax years of any Loan Party or any of its Subsidiaries which could result in a material amount of additional taxes becoming due and payable by a Loan Party or any of its Subsidiaries.

5.10 Shares. Such Loan Party has full power and authority to create a first lien on the Shares and no disability or contractual obligation exists that would prohibit such Loan Party from pledging the Shares pursuant to this Agreement. There are no subscriptions, warrants, rights of first refusal or other restrictions on transfer relative to, or options exercisable with respect to the Shares. The Shares have been and will be duly authorized and validly issued, and are fully paid and non-assessable. The Shares are not the subject of any present or threatened suit, action, arbitration, administrative or other proceeding, and such Loan Party knows of no reasonable grounds for the institution of any such proceedings.

5.11 Compliance with Laws.

(a) No Loan Party or Subsidiary of Loan Party is an "investment company" or an "affiliated person" of, or "promoter" or "principal underwriter" for, an "investment company", as such terms are defined in the Investment Company Act of 1940 as amended.

(b) No Loan Party or Subsidiary of a Loan Party is engaged, nor will it engage, principally or as one of its important activities, in the business of extending credit for the purpose of "purchasing" or "carrying" any "margin security" as such terms are defined in Regulation U of the Federal Reserve Board as now and from time to time hereafter in effect (such securities being referred to herein as "**Margin Stock**"). None of the proceeds of the Loans or other extensions of credit under this Agreement have been (or will be) used, directly or indirectly, for the purpose of purchasing or carrying any Margin Stock, for the purpose of reducing or retiring any Indebtedness which was originally incurred to purchase or carry any Margin Stock or for any other purpose which might cause any of the Loans or other extensions of credit under this Agreement to be considered a "purpose credit" within the meaning of Regulation T, U or X of the Federal Reserve Board.

(c) No Loan Party has taken or permitted to be taken any action which might cause any Loan Document to violate any regulation of the Federal Reserve Board. Neither the making of the Loans hereunder nor Borrowers' use of the proceeds thereof will violate the Trading with the Enemy Act, as amended, or any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto. No Loan Party, nor any of its Subsidiaries, nor any Affiliate of any Loan Party or of any Subsidiary, nor any present holder of Equity Interests of any of the foregoing (i) is, or will become, a Person described or designated in the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of Treasury ("**OFAC**") or in Section 1 of the Anti-Terrorism Order or similar sanctions laws of any other Governmental Authority including of any other applicable jurisdiction, (ii) is, or will become, a citizen or resident of any country that is subject to embargo or trade sanctions enforced by OFAC, (iii) is, or will become, a Person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of the Anti-Terrorism Order, or (iv) engages or will engage in any dealings or transactions, or is or will be otherwise associated, with any such Person.

(d) Each Loan Party and its Subsidiaries are in compliance, in all material respects, with the USA Patriot Act. No part of the proceeds from the Loans made hereunder has been (or will be) used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

(e) No Reportable Event or Prohibited Transaction, as defined in ERISA has occurred or is reasonably expected to occur, and no Loan Party has failed to meet the minimum funding requirements of ERISA. No Loan Party has violated any applicable environmental laws in any material respect, maintains any properties or assets which have been designated in any manner pursuant to any environmental protection statute as a hazardous materials disposal site, or has received any notice, summons, citation or directive from the Environmental Protection Agency or any other similar Governmental Authority.

5.12 Products. A complete and accurate list of the Products, is set forth on the Perfection Certificate, as updated from time to time pursuant to the Compliance Certificate. The Loan Parties and each of its Subsidiaries hold all required Governmental Approvals, a list of which is set forth on the Perfection Certificate, and all Governmental Approvals are in full force and effect. There are no proceedings in progress, pending or, to such Loan Party's knowledge, threatened, that may result in revocation, cancellation, suspension, rescission or any adverse modification of any of any Governmental Approval nor, to the best of the knowledge, information and belief of such Loan Party, after due inquiry, are there any facts upon which proceedings could reasonably be based. Without limitation of the foregoing:

(a) With respect to any Product being tested or manufactured, each Loan Party and each of its Subsidiary has received, and such Product is the subject of, all Governmental Approvals needed in connection with the testing or manufacture of such Product as such testing is currently being conducted by or on behalf of a Loan Party or any of its Subsidiaries, and neither any Loan Party nor any of its Subsidiaries has received any notice from any applicable Governmental Authority, that such Governmental Authority is conducting an investigation or review of (i) any Loan Party's or any of its Subsidiary's manufacturing facilities and processes for such Product which have disclosed any material deficiencies or violations of any Requirement of Law or the Governmental Approvals related to the manufacture of such Product, or (ii) any such Governmental Approval or that any such Governmental Approval has been revoked or withdrawn, nor has any such Governmental Authority issued any order or recommendation stating that the development, testing and/or manufacturing of such Product should cease.

(b) With respect to any Product marketed or sold by a Loan Party or any of its Subsidiaries, such Loan Party or such Subsidiary, as applicable, has received, and such Product is the subject of, all Governmental Approvals needed in connection with the marketing and sales of such Product as currently being marketed or sold, and no Loan Party nor any of its Subsidiary has received any notice from any applicable Governmental Authority, that such Governmental Authority is conducting an investigation or review of any such Governmental Approval or approval or that any such Governmental Approval has been revoked or withdrawn, nor has any such Governmental Authority issued any order or recommendation stating that such marketing or sales of such Product cease or that such Product be withdrawn from the marketplace;

(c) There have been no adverse clinical test results in connection with a Product which have or could reasonably be expected to have a Material Adverse Effect, and

(d) There have been no Product recalls or voluntary Product withdrawals from any market.

5.13 Full Disclosure. No written representation, warranty or other statement of a Loan Party or any of its Subsidiaries in any certificate or written statement by or on behalf of a Loan Party or any of its Subsidiaries in connection with this Agreement, as of the date such representation, warranty, or other statement was made, taken together with all such written certificates and written statements given, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained in the certificates or statements not misleading in light of the circumstances under which they were made (it being recognized that the projections and forecasts provided by any Loan Party in good faith and based upon reasonable assumptions are not viewed as facts and that actual results during the period or periods covered by such projections and forecasts may differ from the projected or forecasted results).

6. AFFIRMATIVE COVENANTS

Each Loan Party shall, and shall cause each Loan Party to, do all of the following:

6.1 Government Compliance. Maintain its and all its Subsidiaries' legal existence and good standing in their respective jurisdictions of formation and maintain qualification in each jurisdiction in which the failure to so qualify could reasonably be expected to have a Material Adverse Effect; comply, and cause each Subsidiary to comply, with all laws, ordinances and regulations to which it is subject except where a failure to do so could not reasonably be expected to have a Material Adverse Effect; obtain all of the Governmental Approvals required in connection with such Loan Party's business and for the performance by each Loan Party of its obligations under the Loan Documents to which it is a party and the grant of a security interest to Agent in accordance therewith, and comply with all terms and conditions with respect to such Governmental Approvals.

6.2 Financial Statements, Reports, Certificates. Provide Agent with the following:

(a) Monthly Financial Statements. Within forty-five (45) days after the last day of each month, company-prepared consolidated balance sheet, income statement and statement of cash flows covering Borrowers and its Subsidiaries' operations for such month, in form acceptable to Agent, certified by a Responsible Officer as having been prepared in accordance with GAAP, consistently applied, except for the absence of footnotes, and subject to normal year-end adjustments.

(b) Monthly Compliance Certificate. Within forty-five (45) days after the last day of each month and together with the monthly financial statements, a duly completed Compliance Certificate signed by a Responsible Officer.

(c) Annual Operating Budget and Financial Projections. Within thirty (30) days after the end of each fiscal year of Borrower Representative (and, in any case, promptly and within five (5) days of any material modification thereto), board approved business plan and projections for the business of Borrower Representative and its Subsidiaries, including (without limitation): (i) an operating budget, on a consolidated and consolidating basis (including income statements, balance sheets and cash flow statements, by month) for the following 18-month period, together with any related business forecasts used in the preparation thereof, and (ii) if at any time reforecasting is required by Section 6.10(a), updated projections in accordance with Section 6.10(a), provided that, the foregoing projections described in clauses (i) and (ii) shall be in form satisfactory to Agent, and shall (*inter alia*) set forth, on a monthly basis, projected Consolidated Revenue, capital expenditures and projected cash flow, and shall be subject to Agent's satisfactory review and approval, in Agent's sole discretion.

(d) Annual Financial Statements. Within sixty (60) days after the last day of each fiscal year of Borrower Representative, company-prepared consolidated and consolidating balance sheet, income statement and statement of cash flows covering Borrower Representative and its Subsidiaries' operations for such fiscal year, in form acceptable to Agent, duly approved by Borrower Representative's Board and certified by a Responsible Officer as having been prepared in accordance with GAAP, consistently applied, except for the absence of footnotes, and subject to normal year-end adjustments.

(e) Quarterly Financial Statements. Within forty-five (45) days after the last day of each fiscal quarter of Borrower Representative, company-prepared consolidated and consolidating balance sheet, income statement and statement of cash flows covering Borrower Representative and its Subsidiaries' operations for such fiscal quarter, in form acceptable to Agent, certified by a Responsible Officer as having been prepared in accordance with GAAP, consistently applied, except for the absence of footnotes, and subject to normal year-end adjustments.

(f) Other Statements. Within five (5) days of delivery, copies of all statements, reports and notices generally made available to all holders of Borrower Representative's Equity Interests or to all holders of Borrower Representative's Preferred Stock or to any holders of Subordinated Debt or other creditors of the Loan Parties.

(g) SEC Filings. In the event that any Loan Party becomes subject to the reporting requirements under the Exchange Act within five (5) days of filing, copies of all periodic and other reports, proxy statements and other materials filed by such Loan Party with the Securities and Exchange Commission.

(h) Legal Action Notice. A prompt report of any legal actions pending or threatened in writing against any Loan Party or any of its Subsidiaries that could result in damages or costs to any Loan Party or any of its Subsidiaries, individually or in the aggregate for all related proceedings, of Fifty Thousand Dollars ($50,000) or more, or of any Loan Party or any of its Subsidiaries taking or threatening legal action against any third person with respect to a material claim, and with respect to any pending action or threatened action, a prompt report of any material development with respect thereto.

(i) Valuation Reports; Capitalization Tables. A copy of each 409A valuation report as to the Equity Interests of any Loan Party or any of its Subsidiaries, which any Loan Party or any of its Subsidiaries receives after the Closing Date within five (5) days after the receipt thereof, and an updated copy of the summary capitalization table of any Loan Party or any of its Subsidiaries within five (5) days of any material modification thereto since the version most recently delivered to Agent (including, without limitation, any substantial change in the aggregate fully-diluted capitalization numbers set forth therein).

(j) Board Materials. Concurrently with the delivery to Board members (or, as applicable, the members of any committee or subcommittee of the Board), copies of all materials that any Loan Party or any of its Subsidiaries provides to its Board members (or committee or subcommittee members) in connection with meetings of its Board or of any committee or subcommittee of its Board, including any written reports with respect to its operations or performance, and promptly after such meeting, minutes of such meetings; provided, however, the foregoing may be subject to such exclusions and redactions as necessary in order to prevent impairment of the attorney client privilege with respect to pending or threatened litigation.

(k) Intellectual Property Report. Together with the Compliance Certificate delivered at the end of each fiscal quarter, a report in form reasonably acceptable to Agent, listing any applications or registrations that any Loan Party or any of its Subsidiaries has made or filed in respect of any Patents, Copyrights or Trademarks and the status of any outstanding applications or registrations, as well as any material change in any Loan Party or any of its Subsidiaries' Intellectual Property.

(l) Other Reports and Information. Together with the monthly financial reports, reports as to the following, in form acceptable to Agent: monthly Consolidated Revenue, KPI reporting, accounts receivable and accounts payable aging and any other information related to the financial or business condition of any Loan Party that Loan Party prepares in the Ordinary Course of Business as and when reasonably requested by Agent.

(m) Bank Account Statements. Within three (3) Business Days of the end of each month, a copy of each account statement, with transaction and cash balance details, for each Deposit Account and each Securities Account of each Loan Party and each of its Subsidiaries. Upon Agent's request, within three (3) Business Days thereof, evidence satisfactory to Agent of the balance maintained in any such Deposit Account or Securities Account.

(n) Annual Tax Return. Within five (5) days of filing, a copy of the federal income tax return of each Loan Party and each of its Subsidiaries, and any amendment thereto.

(o) Equity Financing Documents. Together with the next Compliance Certificate due after the consummation of any Subsequent Round, a copy of the documents entered into in connection with such financing.

(p) Evidence of Insurance Renewal. Annually, prior to the expiration of Loan Parties' then-current liability, casualty property, key person, and other insurance policies as required in accordance with Section 6.5, updated insurance certificates confirming required coverage and endorsements.

(q) Product Related. Within three (3) Business Days of receipt, copies of all material correspondence, reports, documents and other filings with any Governmental Authority that could reasonably be

expected to have a material adverse effect on any Governmental Approvals required for the manufacturing, marketing, testing or sale of Products or which could have a Material Adverse Effect.

(r) Board Observer. Borrower Representative hereby agrees that it shall hold a meeting of either its Board or its members and/or managers at least once every fiscal quarter. At any time, from time to time, throughout the term of this Agreement, Agent shall be entitled to designate a representative (the "**Observer**") to attend, in a non-voting and observer-only capacity, all meetings of Borrower Representative's Board and those of its members and/or managers (if any), which Observer shall initially be Zack Ellison or such other Person as Agent may designate from time to time. The Observer shall be entitled to receive all materials and information presented or distributed to or by the Board (or such members and/or managers, as applicable), including any vote or other action by written consent; provided, however, that the Observer shall agree to hold in confidence and trust any such materials and information so provided and shall execute and deliver a confidentiality agreement reasonably acceptable to the Board; and, provided further that Borrower Representative shall not be obligated pursuant to this Section 6.2(r) to allow access to (a) any executive sessions of the Board or (b) any portion of a meeting of the Board or to provide access to any materials or information, in each case if the Observer's presence or access to such materials or information could reasonably be expected to result in the loss of attorney-client privilege for Borrower Representative, as determined in good faith by the Board based upon the sound advice of counsel.

Agent may require Loan Parties to provide any required reports, notices and certificates through various electronic means, including Agent's portfolio monitoring online portal.

6.3 Inventory; Returns. Keep all Inventory, Equipment and fixed assets in good and marketable condition, free from material defects. Returns and allowances between a Loan Party and its Account Debtors shall follow such Loan Party's customary practices as they exist at the Closing Date. Borrower Representative shall promptly notify Agent of all returns, recoveries, disputes and claims that involve more than Fifty Thousand Dollars ($50,000).

6.4 Taxes; Pensions. Timely file, and cause each of its Subsidiaries to timely file, all required tax returns and reports and timely pay, and require each of its Subsidiaries to timely pay, all foreign, federal, state and local taxes, assessments, deposits and contributions owed by such Loan Party and each of its Subsidiaries, except for the deferred payment of any taxes contested pursuant to the terms of Section 5.9, and shall deliver to Agent, on demand, appropriate certificates attesting to such payments, and pay all amounts necessary to fund all present pension, profit sharing and deferred compensation plans in accordance with their terms.

6.5 Insurance.

(a) Keep, and cause each Subsidiary to keep, its business and the Collateral insured for risks and in amounts standard for companies of established reputation in the Loan Parties' industry and location, engaged in the same or similar business and similarly situated, and as Agent may otherwise request. Insurance policies shall be in a form, with financially sound and reputable insurance companies that are not Affiliates of any Loan Party, and in amounts that are satisfactory to Agent.

(b) In addition to the requirements of Section 6.5(a), (i) maintain "key person" insurance with a financially sound and reputable insurance company (the "**Key Person Insurer**"), covering the life of the Key Person(s) in an amount not less than One Million Dollars ($1,000,000) and reasonably acceptable to Agent, (ii) notify the Key Person Insurer and Agent promptly upon the death of any Key Person, (ii) file a claim with the Key Person Insurer, and provide Agent with evidence of such claim, promptly upon the death of any Key Person, (iii) notify Agent promptly upon such Loan Party's receipt of proceeds payable by the Key Person Insurer under any key person insurance policy, and (iv) within three (3) Business Days of its receipt of such proceeds from the Key Person Insurer, remit such proceeds to Agent to be applied as a prepayment of the Loans and all other Obligations then due and owing.

(c) Ensure that proceeds payable under any property policy with respect to Collateral or key person insurance are, at Agent's option, payable to Agent on account of the Obligations. To that end, (i) all property policies shall have a lender's loss payable endorsement showing Agent as lender loss payable, (ii) all liability policies shall show, or have endorsements showing, Agent as an additional insured, and (iii) Borrower Representative shall have delivered a collateral assignment with respect to any key person insurance, in each case, in form satisfactory to Agent and as set forth on Exhibit E.

(d) Notwithstanding the foregoing, (a) so long as no Event of Default has occurred and is continuing, the Loan Parties shall have the option of applying the proceeds of any casualty policy up to Fifty Thousand

Dollars ($50,000), in the aggregate per fiscal year, toward the prompt replacement or repair of destroyed or damaged property; provided that any such replaced or repaired property (i) shall be of equal or like value as the replaced or repaired Collateral and (ii) shall be deemed Collateral in which Agent has been granted a first priority security interest and (b) after the occurrence and during the continuance of an Event of Default, all such proceeds shall, at the option of Agent, be payable to Agent on account of the Obligations.

(e) At Agent's request, Borrower Representative shall deliver certified copies of insurance policies and evidence of all premium payments. Each provider of any such insurance required under this Section 6.5 shall agree, by endorsement upon the policy or policies issued by it or by independent instruments furnished to Agent, that it will give Agent thirty (30) days prior written notice before any such policy or policies shall be canceled (or ten (10) days' notice for cancellation for non-payment of premiums).

(f) If any Loan Party fails to obtain insurance as required under this Section 6.5 or to pay any amount or furnish any required proof of payment to third persons and Agent, and such failure continues uncured for more than five (5) Business Days after receiving written notice thereof from Agent, Agent may make all or part of such payment or obtain such insurance policies required in this Section 6.5, and take any action under the policies Agent reasonably deems prudent. Any insurance obtained by Agent pursuant to the immediately preceding sentence shall be of comparable coverage and cost reasonably commensurate with industry standards, and the cost of such insurance shall be the sole cost and expense of Borrowers, payable by the Borrowers upon demand

6.6 Deposit and Securities Accounts.

(a) Maintain Collateral Accounts only at the banks and other financial institutions identified in the Perfection Certificate or as disclosed pursuant to a notice timely delivered pursuant to subsection (b) below. Loan Parties shall further maintain an ACH payment structure in favor of Agent, satisfactory to Agent.

(b) Provide Agent five (5) days prior written notice before establishing any Collateral Account at or with any bank, broker or other financial institution, and upon opening such account, provide Agent with a written notice identifying the name, address of each bank or other institution, the name in which the account is held, a description of the purpose of the account, and the complete account number therefor. For each Collateral Account that any Loan Party at any time maintains, Loan Parties shall cause the applicable bank, broker or financial institution at or with which any Collateral Account is maintained to execute and deliver an Account Control Agreement or other appropriate instrument with respect to such Collateral Account to perfect Agent's Lien in such Collateral Account in accordance with the terms hereunder which Account Control Agreement may not be terminated without the prior written consent of Agent.

6.7 Intellectual Property.

(a) Protect, defend and maintain the validity and enforceability of its Intellectual Property material to its business; promptly advise Agent in writing of material infringements or any other event that could reasonably be expected to materially and adversely affect the value of its Intellectual Property material to its business; not suffer any material claim of infringement that could reasonably be expected to have a Material Adverse Effect unless such claim is dismissed within thirty days from initiation thereof or Loan Parties have demonstrated to Agent's satisfaction that such proceedings are without merit and adequate reserves have been taken; and not allow any Intellectual Property material to the Loan Parties' business to be abandoned, forfeited or dedicated to the public without Agent's written consent.

(b) Provide written notice to Agent at least ten (10) days prior to any Loan Party entering or becoming bound by any Restricted License (other than off the shelf software and services that are commercially available to the public), and obtain, or cause such Loan Party to obtain, the consent of, or waiver in form satisfactory to Agent from any person whose consent or waiver is necessary for (i) any Restricted License to be deemed "Collateral" and for Agent to have a security interest in it that might otherwise be restricted or prohibited by law or by the terms of any such Restricted License, and (ii) Agent to have the ability in the event of a liquidation of any Collateral to dispose of such Restricted License together with other Collateral in accordance with Agent's rights and remedies under this Agreement and the other Loan Documents. Each Loan Party shall, and shall cause each Loan Party to, take such steps as Agent requests to obtain the consent of, or waiver by, any person whose consent or waiver is necessary for (i) any Restricted License to be deemed "Collateral" and for Agent to have a security interest in it that might otherwise be restricted or prohibited by law or by the terms of any such Restricted License, whether now existing or entered into in the future, and (ii) Agent to have the ability in the event of a liquidation of any Collateral to dispose

of such Collateral in accordance with Agent's rights and remedies under this Agreement and the other Loan Documents.

6.8 Litigation Cooperation. From the Closing Date and continuing through the termination of this Agreement, make available to Agent and Lenders, without expense to Agent or Lenders, each Loan Party and its officers, employees and agents and each Loan Party's books and records, to the extent that Agent or any Lender may deem them reasonably necessary to prosecute or defend any third-party suit or proceeding instituted by or against Agent or any Lender with respect to any Collateral or relating to such Loan Party.

6.9 Access to Collateral; Books and Records. Allow Agent, or its agents, to inspect, during normal business hours and upon not less than two (2) Business Days' prior written notice, the Collateral and audit and copy such Loan Party's Books in accordance with Section 6.13. Such inspections or audits shall be conducted no more often than twice every six (6) months, unless an Event of Default has occurred and is continuing, in which case such inspections and audits shall occur as often as Agent shall determine is necessary. The foregoing inspections and audits shall be at Borrowers' sole expense.

6.10 Financial Covenants.

(a) Liquidity. Maintain at all times unrestricted cash and Cash Equivalents in a Deposit Account or Securities Account subject to a first priority perfected lien in favor of Agent in an amount not less than the product resulting from the Applicable Rate then in effect *multiplied* by the total aggregate amount of all then outstanding and unpaid principal of the Loans.

(b) Performance to Plan. Beginning on September 30, 2024 and continuing thereafter, as of the last day of each month, maintain Consolidated Revenue for the immediately preceding twelve (12) month period in an amount not less than eighty percent (80.00%) of the amount for the corresponding period set forth in the Projections.

(c) Leverage. Beginning on September 30, 2024 and continuing thereafter, as of the last day of each month, maintain a ratio of (i) the total aggregate amount of all Indebtedness of the Loan Parties then outstanding (including, without limitation, the Obligations) to (ii) the Consolidated Revenue for the immediately preceding twelve (12) month period, in an amount not to exceed 1.00 : 2.50.

6.11 Joinder of Subsidiaries.

(a) No later than fifteen (15) days after such time as a Loan Party or any of its Subsidiaries forms any direct or indirect Subsidiary or acquires any direct or indirect Subsidiary after the Closing Date, or at any time upon Agent's request with respect to any Subsidiary whether existing as of the Closing Date or thereafter created or acquired: (a) promptly, and in any event within five (5) days of creation, acquisition or request, as applicable, provide written notice to Agent together with certified copies of the Operating Documents for such Subsidiary, and (b) promptly, and in any event within ten (10) days of formation or creation, or upon Agent's request, as applicable: (i) take all such action as may be reasonably required by Agent to cause the applicable Subsidiary to either: (A) provide to Agent a joinder to this Agreement pursuant to which such Subsidiary becomes a Loan Party hereunder, or (B) guarantee the Obligations of Borrowers under the Loan Documents and grant a security interest in and to the collateral of such Subsidiary (substantially as described on Exhibit B), in each case together with such Account Control Agreements and other documents, instruments and agreements reasonably requested by Agent, all in form and substance satisfactory to Agent (including being sufficient to grant Agent a first priority Lien, subject to Permitted Liens) in and to the assets of such Subsidiary and to pledge all of the direct or beneficial Equity Interests in such Subsidiary. Any document, agreement, or instrument executed or issued pursuant to this Section 6.11 shall be a Loan Document.

(b) Loan Parties shall not permit any of their Subsidiaries that are not Loan Parties to, in the aggregate, (i) maintain cash and other assets with an aggregate value for all such Subsidiaries in excess of 5% of consolidated assets of Borrower Representative and its Subsidiaries, tested on the last day of each fiscal quarter, (ii) achieve revenue in excess of 5% of consolidated revenue of Borrower Representative and its Subsidiaries, tested quarterly, for the twelve month period then ended, (iii) own any Intellectual Property which is material to the business of Loan Parties as a whole, or (iv) be a party to any contracts which, if terminated, would result in a Material Adverse Effect, without causing one or more of such Subsidiaries to enter into a joinder or guaranty in form satisfactory to Agent with respect to the Obligations as Agent may request within fifteen days (or such other period as Agent may agree in writing).

6.12 Property Locations.

(a) Provide to Agent at least ten (10) days' prior written notice before adding any new offices or business or Collateral locations, including warehouses (unless such new offices or business or Collateral locations qualify as Excluded Locations).

(b) With respect to any property or assets of a Loan Party located with a third party, including a bailee, datacenter or warehouse (other than Excluded Locations), Loan Parties shall cause such third party to execute and deliver a Collateral Access Agreement for such location, including an acknowledgment from each of the third parties that it is holding or will hold such property for Agent's benefit. Loan Parties shall deliver to Agent each warehouse receipt, where negotiable, covering any such property.

(c) With respect to any property or assets of a Loan Party located on leased premises (other than Excluded Locations), Loan Parties shall cause such third party to execute and deliver a Collateral Access Agreement for such location.

6.13 Management Rights. Any representative of Lenders shall have the right to meet with management and officers of Loan Parties to discuss such books of account and records in accordance with Section 6.9. In addition, Lenders shall be entitled at reasonable times and intervals to consult with and advise the management and officers of Loan Parties concerning significant business issues affecting Loan Parties. Such consultations shall not unreasonably interfere with any Loan Party's business operations.

6.14 Right to Invest. Borrower Representative hereby grants to each Lender the right (but without any obligation) to invest in each Subsequent Round, directly or through one or more of such Lender's Affiliates, a dollar amount not to exceed such Lender's *pro rata* share (based on the Commitment Percentages set forth in Schedule 1 hereto) of the lesser of One Million Dollars ($1,000,000) and twenty percent (20.00%) of the Subsequent Round Proceeds, on the same (and most favorable) terms, conditions and lowest pricing offered to potential Subsequent Round Investors. Borrower Representative shall provide Agent with at least twenty (20) days prior written notice of the proposed closing date of each Subsequent Round (whereupon Agent shall promptly provide a copy of such notice to Lenders), which notice shall include a detailed summary of the most favorable terms, conditions and lowest pricing being offered to potential Subsequent Round Investors. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, the rights granted hereunder shall survive the termination of this Agreement and continue thereafter until the fifth anniversary of the Closing Date.

6.15 ROFR. If, at any time prior to the fourth anniversary of the Closing Date (notwithstanding any prepayment of the Loans or any termination of this Agreement), any Loan Party or any of their respective Subsidiaries or any Affiliate of any of the foregoing (collectively, the "**ROFR Parties**" and each, individually, a "**ROFR Party**") receives a bona fide offer of debt financing or other credit accommodations from any third Person, whereby any of such ROFR Parties would incur Indebtedness (other than Permitted Indebtedness) provided by such third Person (the "**ROFR Facility**"), which any of such ROFR Parties intends to accept, then Borrower Representative shall (or shall cause such ROFR Party to) promptly provide Agent with a written notice (the "**ROFR Notice**") of the terms of such offer. Agent shall have the right ("**Right of First Refusal**"), but not the obligation, for a period of thirty (30) days following the date on which Agent receives the Loan Notice, to elect in a writing delivered to the Borrower Representative (for further direction to the applicable ROFR Party, if any) to make the ROFR Facility on substantially the terms specified in the Loan Notice. If Agent shall fail to deliver such written election to the Borrower Representative within such thirty (30) day period, the ROFR Party must then accept the ROFR Facility from such third Person, on the same terms and conditions set forth in the Loan Notice. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, the rights granted hereunder shall survive the termination of this Agreement and continue thereafter until the fourth anniversary of the Closing Date.

6.16 Further Assurances. Execute any further instruments and take further action as Agent deems necessary to perfect or continue Agent's Lien in the Collateral or to effect the purposes of this Agreement.

7. NEGATIVE COVENANTS

No Loan Party shall, or shall cause or permit any of its Subsidiaries to, do any of the following:

7.1 Dispositions. Convey, sell, lease, transfer, assign, or otherwise dispose of (collectively, "**Transfer**") all or any part of its business or property, except for Permitted Transfers.

7.2 Changes in Business, Management, or Ownership. (a) Engage in any business other than the businesses currently engaged in by such Person, as applicable, or reasonably related thereto; (b) cease doing business, or liquidate or dissolve; (c) permit or fail to prevent any Key Person departing from or ceasing to be employed by Borrowers or fail to provide notice to Agent of any Key Person departing from or ceasing to be employed by Borrowers within five (5) days after departing from Borrowers (in each case, including the death of any such Key Person); (d) permit or suffer a Change in Control; or (e) without at least ten (10) days prior written notice to Agent (i) change its jurisdiction of organization, (ii) change its organizational structure or type, (iii) change its legal name, or (iv) change its organizational number (if any) assigned by its jurisdiction of organization.

7.3 Mergers or Acquisitions. Merge or consolidate with any other Person, or acquire all or substantially all of the Equity Interests or property of another Person or business line of another Person (including, without limitation, by the formation of any Subsidiary) or enter into any agreement to do any of the same, except that (A) a Subsidiary may merge or consolidate into another Subsidiary or into a Loan Party and (B) Borrower Representative may merge or consolidate with any other Person (but only so long as Borrower Representative is the surviving entity), or acquire all or substantially all of the Equity Interests or property of another Person or business line of another Person (including, without limitation, by the formation of any Subsidiary), or enter into any agreement to do any of the same, in each case subject to (and only so long as) the following conditions are satisfied in full (as determined by Agent, in its sole discretion): (i) Borrower Representative shall provide the Agent with at least thirty (30) days prior written notice of any such proposed transaction, (ii) Borrower Representative must demonstrate that the proposed transaction is likely to benefit the long-term business strategy and financial position of the Loan Parties and their Subsidiaries, and (iii) Agent's prior approval (in its sole discretion) in writing and signed by Agent. In any merger or consolidation involving a Loan Party, the Loan Party shall always be the surviving entity, and in any transaction involving Borrower Representative, Borrower Representative shall be the surviving entity.

7.4 Indebtedness. Create, incur, assume, or be liable for any Indebtedness, other than Permitted Indebtedness.

7.5 Encumbrance. Create, incur, allow, or suffer any Lien on any of its property, or assign or convey any right to receive income, including the sale of any Accounts, except for Permitted Liens, or otherwise permit any Collateral not to be subject to the first priority security interest granted herein, except in connection with Permitted Liens permitted to have priority over Agent's Lien.

7.6 Maintenance of Collateral Accounts. Maintain any Collateral Account except pursuant to the terms of Section 6.6(b).

7.7 Distributions; Investments. (a) Pay any dividends or make any distribution or payment in respect of its Equity Interests or redeem, retire or purchase any of its Equity Interests (the foregoing, "**Restricted Payments**"); provided that (i) Borrower Representative may convert any of its convertible Equity Interests (including warrants) into other Equity Interests issued by Borrower Representative pursuant to the terms of such convertible securities or otherwise in exchange thereof, (ii) Borrower Representative may convert Subordinated Debt issued by Borrower Representative into Equity Interests issued by Borrower Representative pursuant to the terms of such Subordinated Debt and to the extent permitted under the terms of the applicable subordination or intercreditor agreement with Agent; (iii) any Borrower or Subsidiary thereof may pay dividends solely in Equity Interests of such Borrower or Subsidiary, and any Subsidiary may pay cash distributions to a Loan Party; (iv) Borrower Representative may make cash payments in lieu of fractional shares; and (v) Borrower Representative may repurchase the Equity Interests issued by Borrower Representative pursuant to stock repurchase agreements approved by the Board, provided that the aggregate amount of all such repurchases does not exceed Twenty-five Thousand Dollars ($25,000) per fiscal year; or (b) directly or indirectly make any Investment (including, without limitation, by the formation of any Subsidiary), other than Permitted Investments. Notwithstanding the foregoing, Loan Parties shall be permitted to make the repurchases pursuant to clause (v) above expressly permitted above only if, at such time, and immediately after giving effect thereto: (x) no Default or Event of Default, exists or could reasonably be expected to occur, (y) each Loan Party is solvent, and (z) such payment or distribution is permitted under and is made in compliance with all applicable laws.

7.8 Transactions with Affiliates. Directly or indirectly enter into or permit to exist any material transaction with any Affiliate of a Loan Party, except for (a) transactions that are in the Ordinary Course of Business and on fair and reasonable terms that are no less favorable to such Person than would be obtained in an arm's length transaction with a non-affiliated Person; (b) any Subsequent Round or bona fide round of Subordinated Debt involving existing investors; and (c) reasonable and customary director, officer and employee compensation, and other

customary benefits including retirement, health, stock option and other benefit plans and indemnification arrangements approved by the Board.

7.9 Subordinated Debt. (a) Make or permit any payment on any Subordinated Debt, except as permitted pursuant to the terms of the subordination, intercreditor, or other similar agreement to which such Subordinated Debt is subject; or (b) amend any provision in any document relating to the Subordinated Debt which would increase the amount thereof, provide for earlier or greater principal, interest, or other payments thereon, or adversely affect the subordination thereof to the Obligations.

7.10 Compliance. Become an "investment company" or a company controlled by an "investment company", under the Investment Company Act of 1940, as amended, or undertake as one of its important activities extending credit to purchase or carry margin stock (as defined in Regulation U of the Board of Governors of the Federal Reserve System), or use the proceeds of any Loan for that purpose; fail to meet the minimum funding requirements of ERISA, permit a Reportable Event or Prohibited Transaction, as defined in ERISA, to occur; fail to comply with the Federal Fair Labor Standards Act or violate any other law or regulation, if the violation could reasonably be expected to have a Material Adverse Effect; withdraw from participation in, permit partial or complete termination of, or permit the occurrence of any other event with respect to, any present pension, profit sharing and deferred compensation plan which could reasonably be expected to result in any liability of a Loan Party or any of its Subsidiaries, including any liability to the Pension Benefit Guaranty Corporation or its successors or any other governmental agency.

8. EVENTS OF DEFAULT

Any one of the following shall constitute an event of default (an "**Event of Default**") under this Agreement:

8.1 Payment Default. Any Loan Party fails to pay any Obligations after such Obligations are due and payable.

8.2 Covenant Default.

(a) A Loan Party fails or neglects to perform any obligation in Section 3.3(b), Section 4.2, Section 6 (other than Sections 6.3 and 6.12), or violates any covenant in Section 7; or

(b) A Loan Party fails or neglects to perform, keep, or observe any other term, provision, condition, covenant or agreement contained in this Agreement or any Loan Documents, and as to any default (other than those specified in this Section 8) under such other term, provision, condition, covenant or agreement that can be cured, has failed to cure the default within fifteen (15) days after the occurrence thereof, provided that no Loans shall be made during such cure period.

8.3 Material Adverse Effect. An event or circumstance has occurred that could reasonably be expected to have a Material Adverse Effect.

8.4 Attachment; Levy; Restraint on Business.

(a) (i) The service of process seeking to attach, by trustee or similar process, any funds of a Loan Party or of any of its Subsidiaries, or (ii) a notice of Lien or levy is filed against the assets of any Loan Party or any of its Subsidiaries by any Governmental Authority, and the same under clauses (i) and (ii) hereof are not, within ten (10) days after the occurrence thereof, discharged or stayed (whether through the posting of a bond or otherwise); provided, however, no Loans shall be made during any ten (10) day cure period; or

(b) (i) Any material portion of the assets of a Loan Party or any of its Subsidiaries is attached, seized, levied on, or comes into possession of a trustee or receiver, or (ii) any court order enjoins, restrains, or prevents a Loan Party or any of its Subsidiaries from conducting all or any material part of its business.

8.5 Insolvency. (a) A Loan Party or any of its Subsidiaries, as a whole, is unable to pay its debts (including trade debts) as they become due or otherwise becomes insolvent; (b) the realizable value of the Loan Parties' assets is less than the aggregate sum of its liabilities; (c) a Loan Party or any of its Subsidiaries begins an Insolvency Proceeding; or (d) an Insolvency Proceeding is begun against a Loan Party or any of its Subsidiaries and is not dismissed or stayed within thirty (30) days (but no Loans shall be made while any of the conditions described in this Section 8.5 exist and/or until any Insolvency Proceeding is dismissed).

8.6 Other Agreements. There is, under any agreement to which a Loan Party or any of its Subsidiaries is a party with a third party or parties, (a) any default resulting in a right by such third party or parties, whether or not exercised, to accelerate the maturity of any Indebtedness in an amount individually or in the aggregate in excess of Fifty Thousand Dollars ($50,000) (except if such third party is restricted from accelerating the maturity of such Indebtedness, including pursuant to the terms of a subordination or similar agreement in favor of Agent); or (b) any breach or default by a Loan Party or a Subsidiary of such Loan Party, the result of which could have a Material Adverse Effect.

8.7 Judgments; Penalties. One or more fines, penalties or final judgments, orders or decrees for the payment of money in an amount, individually or in the aggregate, of at least Fifty Thousand Dollars ($50,000) shall be rendered against a Loan Party or any of its Subsidiaries by any Governmental Authority, and the same are not, within ten (10) days after the entry, assessment or issuance thereof, vacated, or after execution thereof, stayed or bonded pending appeal, (provided that no Loans will be made prior to the vacation, stay, or bonding of such fine, penalty, judgment, order or decree).

8.8 Misrepresentations. Any Loan Party or any Person acting for such Loan Party makes any representation, warranty, or other statement now or later in this Agreement, any Loan Document or in any writing delivered to Agent or any Lender or to induce any Lender to enter this Agreement or any Loan Document, and such representation, warranty, or other statement is incorrect in any material respect when made.

8.9 Subordinated Debt. Any Subordination Agreement governing any Subordinated Debt shall for any reason be revoked or invalidated or otherwise cease to be in full force and effect, any party thereto shall be in breach thereof or contest in any manner the validity or enforceability thereof or deny that it has any further obligation thereunder, or the Obligations shall for any reason not have the priority contemplated by this Agreement.

8.10 Governmental Approval. Any Governmental Approval shall have been revoked, rescinded, suspended, modified in an adverse manner or not renewed for a full term, and such revocation, rescission, suspension, modification or non-renewal has, or could have, a Material Adverse Effect.

8.11 Guaranty. Any Guaranty of any Obligations terminates or ceases for any reason to be in full force and effect.

8.12 Affiliate Agreement Termination. The Affiliate Agreement shall have been terminated by Applied Real Intelligence, LLC pursuant to Section 9.b.ii of the Affiliate Agreement or terminated by Lights Out XF, Inc. pursuant to Section 9.b.i of the Affiliate Agreement.

9. AGENT'S RIGHTS AND REMEDIES

9.1 Rights and Remedies. Upon the occurrence and during the continuance of an Event of Default, Agent may, at its option, or upon election by Lenders, shall, without notice or demand, do any or all of the following:

(a) declare all Obligations immediately due and payable (but if an Event of Default described in Section 8.5 occurs all Obligations are immediately due and payable without any action by Agent or any Lender);

(b) stop advancing money or extending credit for any Borrower's benefit under this Agreement (and each Lender's Commitment shall be deemed terminated as long as an Event of Default has occurred and is continuing);

(c) verify the amount of, demand payment of and performance under, and collect any Accounts and General Intangibles, settle or adjust disputes and claims directly with Account Debtors for amounts on terms and in any order that Agent considers advisable, and notify any Person owing a Loan Party money of Agent's security interest in such funds;

(d) make any payments and do any acts it considers necessary or reasonable to protect the Collateral and/or its security interest in the Collateral;

(e) ratably apply to the Obligations any amount held by Agent or any Lender owing to or for the credit or the account of a Loan Party;

(f) ship, reclaim, recover, store, finish, maintain, repair, prepare for sale, advertise for sale, and sell the Collateral;

(g) deliver a notice of exclusive control, any entitlement order, or other directions or instructions pursuant to any Account Control Agreement or similar agreements providing control of any Collateral;

(h) demand and receive possession of any Loan Party's Books; and

(i) exercise all rights and remedies available to Agent under the Loan Documents or at law or equity, including all remedies provided under the Code (including disposal of the Collateral pursuant to the terms thereof).

Loan Parties shall assemble the Collateral if Agent requests and make it available as Agent designates. Agent may enter premises where the Collateral is located, take and maintain possession of any part of the Collateral, and pay, purchase, contest, or compromise any Lien which appears to be prior or superior to its security interest and pay all expenses incurred. Each Loan Party grants Agent a license to enter and occupy any of its premises, without charge, to exercise any of Agent's rights or remedies. Agent is hereby granted a non-exclusive, royalty-free license or other right to use, without charge, a Loan Party's labels, Patents, Copyrights, mask works, rights of use of any name, trade secrets, trade names, Trademarks, and advertising matter, or any similar property as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral and, in connection with Agent's exercise of its rights under this Section, each Loan Party's rights under all licenses and all franchise agreements inure to Agent's benefit.

9.2 Power of Attorney. Each Loan Party hereby IRREVOCABLY appoints Agent (and any of Agent's partners, managers, officers, agents or employees) as its lawful attorney-in-fact, with full power of substitution, exercisable upon the occurrence and during the continuance of an Event of Default, to: (a) send requests for verification of Accounts or notify Account Debtors of Agent's security interest and Liens in the Collateral; (b) endorse such Loan Party's name on any checks or other forms of payment or security; (c) sign such Loan Party's name on any invoice or bill of lading for any Account or drafts against Account Debtors schedules and assignments of Accounts, verifications of Accounts, and notices to Account Debtors; (d) settle and adjust disputes and claims about the Accounts directly with Account Debtors, for amounts and on terms Agent determines reasonable; (e) make, settle, and adjust all claims under such Loan Party's insurance policies; (f) pay, contest or settle any Lien, charge, encumbrance, security interest, and adverse claim in or to the Collateral, or any judgment based thereon, or otherwise take any action to terminate or discharge the same; (g) transfer the Collateral into the name of Agent or a third party as the Code permits; and (h) dispose of the Collateral. Each Loan Party further hereby appoints Agent (and any of Agent's partners, managers, officers, agents or employees) as its lawful attorney-in-fact, with full power of substitution, regardless of whether or not an Event of Default has occurred or is continuing to: (i) sign such Loan Party's name on any documents and other Security Instruments necessary to perfect or continue the perfection of, or maintain the priority of, Agent's security interest in the Collateral, (ii) take all such actions which such Loan Party is required, but fails to do under the covenants and provisions of the Loan Documents; (iii) take any and all such actions as Agent may reasonably determine to be necessary or advisable for the purpose of maintaining, preserving or protecting the Collateral or any of the rights, remedies, powers or privileges of Agent under this Agreement or the other Loan Documents. Agent's foregoing appointment as each Loan Party's attorney in fact, and all of Agent's rights and powers, coupled with an interest, are IRREVOCABLE until all Obligations (other than contingent indemnification obligations as to which no claim has been asserted or is known to exist) have been fully repaid, in cash, and otherwise fully performed and all commitments to make Loans hereunder have been terminated.

9.3 Protective Payments. If a Loan Party fails to obtain the insurance called for by Section 6.5 or fails to pay any premium thereon or fails to pay any other amount which such Loan Party is obligated to pay under this Agreement or any other Loan Document or which may be required to preserve the Collateral, Agent may obtain such insurance or make such payment, and all amounts so paid by Agent are Lender Expenses and immediately due and payable, bearing interest at the then highest rate applicable to the Obligations, and secured by the Collateral. Agent will make reasonable efforts to provide Borrower Representative with notice of Agent obtaining such insurance at the time it is obtained or within a reasonable time thereafter. No payments by Agent are deemed an agreement to make similar payments in the future or Agent's waiver of any Event of Default.

9.4 Application of Payments and Proceeds Upon Default. If an Event of Default has occurred and is continuing, Agent shall have the right to apply in any order any funds in its possession, whether payments, proceeds realized as the result of any collection of Accounts or other disposition of the Collateral, or otherwise, to the Obligations, for the ratable benefit of Lenders. Agent shall pay any surplus to Loan Parties by credit to the Deposit Account designated by Loan Parties or to such other Persons legally entitled thereto. Loan Parties shall remain liable

to Agent and Lenders for any deficiency. If Agent, directly or indirectly, enters into a deferred payment or other credit transaction with any purchaser at any sale of Collateral, Agent shall have the option, exercisable at any time, of either reducing the Obligations by the principal amount of the purchase price or deferring the reduction of the Obligations until the actual receipt by Agent of cash or immediately available funds therefor.

9.5 Agent's Liability for Collateral. So long as Agent complies with reasonable secured lender practices regarding the safekeeping of the Collateral in the possession or under the control of Agent, Agent shall not be liable or responsible for: (a) the safekeeping of the Collateral; (b) any loss or damage to the Collateral; (c) any diminution in the value of the Collateral; or (d) any act or default of any carrier, warehouseman, bailee, or other Person. Loan Parties bear all risk of loss, damage or destruction of the Collateral.

9.6 No Waiver; Remedies Cumulative. Any failure by Agent or any Lender, at any time or times, to require strict performance by each Loan Party of any provision of this Agreement or any other Loan Document shall not waive, affect, or diminish any right of Agent or Lenders thereafter to demand strict performance and compliance herewith or therewith. No waiver hereunder shall be effective unless signed by the party granting the waiver and then is only effective for the specific instance and purpose for which it is given. Agent and Lenders' rights and remedies under this Agreement and the other Loan Documents are cumulative. Agent has all rights and remedies provided under the Code, by law, or in equity. Agent or any Lender's exercise of one right or remedy is not an election and shall not preclude Agent or any Lender from exercising any other remedy under this Agreement or other remedy available at law or in equity, and any waiver of any Event of Default is not a continuing waiver. Any delay in exercising any remedy is not a waiver, election, or acquiescence.

9.7 Demand Waiver. Each Loan Party waives presentment, demand, notice of default or dishonor, notice of payment and nonpayment, release, compromise, settlement, extension, or renewal of accounts, documents, instruments or chattel paper.

9.8 Shares. Each Loan Party recognizes that Agent may be unable to effect a public sale of any or all the Shares, by reason of certain prohibitions contained in federal securities laws and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Loan Party acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. Agent shall be under no obligation to delay a sale of any of the Shares for the period of time necessary to permit the issuer thereof to register such securities for public sale under federal securities laws or under applicable state securities laws, even if such issuer would agree to do so.

10. NOTICES

All notices, consents, requests, approvals, demands, or other communication by any party to this Agreement or any other Loan Document shall be in writing and shall be deemed to have been validly served, given, or delivered: (a) upon the earlier of actual receipt and three (3) Business Days after deposit in the U.S. mail, first class, registered or certified mail return receipt requested, with proper postage prepaid; (b) upon confirmation of receipt, when sent by electronic mail transmission; (c) one (1) Business Day after deposit with a reputable overnight courier with all charges prepaid; or (d) when delivered, if hand-delivered by messenger, all of which shall be addressed to the party to be notified and sent to the address, or email address indicated below. Agent and Loan Parties may change their respective mailing or electronic mail addresses by giving the other party written notice thereof in accordance with the terms of this Section 10.

If to Loan Parties:	Lights Out XF, Inc. 2877 Paradise Rd., Unit 406 Las Vegas, NV 89109 Phone: 301-257-3038 Email: shawne@lightsoutbrand.com
With a copy, not constituting notice, to:	Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. 3580 Carmel Mountain Road, Suite 300

San Diego, CA 92130
Attention: Andrew Skale
Phone: 858-314-1500
Email: askale@mintz.com

If to Agent: A.R.I. Agent, LLC
First Central Tower
360 Central Avenue
Suite 800 #3832
St. Petersburg, FL 33701
Attention: Zack Ellison
Email: zellison@arivc.com

With a copy, not constituting notice, to: DLA Piper LLP (US)
4365 Executive Drive
Suite 1100
San Diego, CA 92121
Attn: Parker Zangoei
Email: parker.zangoei@us.dlapiper.com

11. CHOICE OF LAW, VENUE AND JURY TRIAL WAIVER

Except as otherwise expressly provided in any of the Loan Documents, this Agreement and the other Loan Documents shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of law. Each Loan Party hereby submits to the exclusive jurisdiction of the State and Federal courts in New York County, New York; provided, however, that nothing in this Agreement shall be deemed to operate to preclude Agent from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of Agent or any Lender. Each Loan Party expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and each Loan Party hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Each Loan Party hereby waives personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made by registered or certified mail addressed to such Loan Party at the address set forth in, or subsequently provided by such Loan Party in accordance with, Section 10 and that service so made shall be deemed completed upon the earlier to occur of the applicable Loan Party's actual receipt thereof or three (3) days after deposit in the U.S. mails, proper postage prepaid. Each Loan Party hereby expressly waives any claim to assert that the laws of any other jurisdiction govern this Agreement.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANYWHERE ELSE, EACH LOAN PARTY AGREES THAT IT SHALL NOT SEEK FROM AGENT OR ANY LENDER UNDER ANY THEORY OF LIABILITY (INCLUDING ANY THEORY IN TORTS), ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

This Section 11 shall survive the termination of this Agreement.

12. GENERAL PROVISIONS

12.1 Termination Prior to Term Loan Maturity Date; Survival. All covenants, representations and warranties made in this Agreement continue in full force until this Agreement has terminated pursuant to its terms and all Obligations (other than contingent indemnification obligations as to which no claim has been asserted or is known to exist and any other obligations which, by their terms, are to survive the termination of this Agreement) have been satisfied in full, in cash and all commitments to extend credit pursuant to this Agreement have terminated. So long as Borrowers have satisfied the Obligations (other than contingent indemnification obligations as to which no claim has been asserted or is known to exist and any other obligations which, by their terms, are to survive the termination of this Agreement), this Agreement and any remaining commitments to extend credit may be terminated prior to the Term Loan Maturity Date by Borrowers, by written notice of termination to Agent (whereupon Agent shall promptly provide a copy of such notice to Lenders). Those obligations that are expressly specified in this Agreement as surviving this Agreement's termination shall continue to survive notwithstanding this Agreement's termination.

12.2 Successors and Assigns.

(a) Successors and Assigns Generally. This Agreement binds and is for the benefit of the successors and permitted assigns of each party. No Loan Party may assign this Agreement or any rights or obligations under it without Agent's prior written consent (which may be granted or withheld in Agent's discretion).

(b) Assignments by Lenders. Each Lender has the right, without the consent of or notice to any Loan Party, to sell, transfer, assign, negotiate, or grant participation in all or any part of, or any interest in, such Lender's obligations, rights, and benefits under this Agreement and the other Loan Documents (other than any Warrant, as to which assignment, transfer and other such actions are governed by the terms thereof). Notwithstanding the foregoing, so long as no Event of Default shall have occurred and is continuing, Lender shall not assign its interest in the Loans and Loan Documents to any Person who in the reasonable estimation of Lender is a direct competitor of Loan Party.

(c) Minimum Amounts.

(i) In the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and/or the Loans at the time owing to it or contemporaneous assignments to related Approved Funds (determined after giving effect to such assignments) that equal at least the amount specified in Section 12.2(c)(ii) in the aggregate or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(ii) In any case not described in Section 12.2(c)(i) the aggregate amount of the Commitment or, if the applicable Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment Agreement with respect to such assignment is delivered to Agent) shall not be less than $100,000.

(d) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loan or the Commitment assigned.

(e) Required Consents. No consent shall be required for any assignment except the consent of Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of any Loans to a Person who is not a Lender, an Affiliate of a Lender or an Approved Fund.

(f) Assignment Agreement. The parties to each assignment shall execute and deliver to Agent an Assignment Agreement, together with a processing and recordation fee of $3,500; provided that Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to Agent an administrative questionnaire, all required tax forms and any and all documentation and other information with respect to the assignee that is required by regulatory authorities under applicable anti-money-laundering laws.

(g) No Assignment to Certain Persons. Without Agent's consent, no such assignment shall be made to (A) any Loan Party or any of its Affiliates or Subsidiaries or (B) to any defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (B).

(h) No Assignment to Natural Persons. No such assignment shall be made to a natural Person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural Person).

(i) Certain Additional Payments. In connection with any assignment of rights and obligations of any defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or sub-participations, or other compensating actions, including funding, with the consent of Borrowers and Agent, the applicable pro rata share of Loans previously requested but not funded by the defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such defaulting Lender to Agent and each other Lender hereunder (and interest accrued thereon), and (y) acquire (and fund as appropriate) its full pro rata share of all Loans in accordance with its Pro Rata Share thereof. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any defaulting Lender hereunder shall become effective under applicable law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a defaulting Lender for all purposes of this Agreement until such compliance occurs.

(j) Register. Agent, acting solely for this purpose as a non-fiduciary agent of Borrowers, shall maintain at one of its offices a copy of each Assignment Agreement delivered to it and a register for the recordation of the names and addresses of Lenders, the Commitments of, and principal amounts (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be conclusive absent manifest error, and Borrowers, Agent and Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by Borrowers and any Lender, at any reasonable time and from time to time upon reasonable prior written notice.

12.3 Indemnification. Each Loan Party agrees to indemnify, defend and hold Agent and each Lender and their respective directors, officers, employees, agents, attorneys, or any other Person affiliated with or representing Lender (each, an "**Indemnified Person**") harmless against: (i) all obligations, demands, claims, and liabilities (including such claims, costs, expenses, damages and liabilities based on liability in tort, including strict liability in tort) (collectively, "**Claims**") claimed or asserted by any other party in connection with the transactions contemplated by the Loan Documents; and (ii) all losses or expenses (including Lender Expenses) in any way suffered, incurred, or paid by such Indemnified Person as a result of, following from, consequential to, or arising from transactions among Agent, Lenders and Loan Parties (including reasonable attorneys' fees and expenses), except for Claims and/or losses to the extent directly caused by such Indemnified Person's gross negligence or willful misconduct, as finally determined by a court of competent jurisdiction. Each Loan Party agrees to pay, and to save Agent and each Lender harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all excise, sales or other similar taxes (excluding taxes imposed on or measured by the net income of Agent or Lender) that may be payable or determined to be payable with respect to any of the Collateral or this Agreement. This Section 12.3 shall survive until all statutes of limitation with respect to the Claims, losses, and expenses for which indemnity is given shall have run.

12.4 Borrower Liability. If any Person is joined to this Agreement as a Borrower, the following provisions shall apply: Each Borrower hereunder shall be jointly and severally obligated to repay all Loans made hereunder, regardless of which Borrower actually receives said Loan, as if each Borrower hereunder directly received all Loans. Each Borrower waives (a) any suretyship defenses available to it under the Code or any other applicable law, and (b) any right to require Agent to: (i) proceed against any Borrower or any other person; (ii) proceed against or exhaust any security; or (iii) pursue any other remedy. Agent may exercise or not exercise any right or remedy it has against any Borrower or any security it holds (including the right to foreclose by judicial or non-judicial sale) without affecting any Borrower's liability. Notwithstanding any other provision of this Agreement or other related document, for any payment made by such Borrower with respect to the Obligations in connection with this Agreement or otherwise and all rights that it might have to benefit from, or to participate in, any security for the Obligations as a result of any payment made by Borrower with respect to the Obligations in connection with this Agreement or otherwise. If any payment is made to a Borrower in contravention of this Section, such Borrower shall hold such payment in trust for Lenders and such payment shall be promptly delivered to Agent, for the ratable benefit of Lenders, for application to the Obligations, whether matured or unmatured.

12.5 Time of Essence. Time is of the essence for the performance of all Obligations in this Agreement.

12.6 Severability of Provisions. Each provision of this Agreement is severable from every other provision in determining the enforceability of any provision.

12.7 Correction of Loan Documents. Agent may correct patent errors and fill in any blanks in the Loan Documents consistent with the agreement of the parties.

12.8 Amendments in Writing; Waiver; Integration. No purported amendment or modification of any Loan Document, or waiver, discharge or termination of any obligation under any Loan Document, shall be enforceable or admissible unless, and only to the extent, expressly set forth in a writing signed by the party against which enforcement or admission is sought (with copies to Agent). Without limiting the generality of the foregoing, no oral promise or statement, nor any action, inaction, delay, failure to require performance or course of conduct shall operate as, or evidence, an amendment, supplement or waiver or have any other effect on any Loan Document. Any waiver granted shall be limited to the specific circumstance expressly described in it, and shall not apply to any subsequent or other circumstance, whether similar or dissimilar, or give rise to, or evidence, any obligation or commitment to grant any further waiver. Any waiver or amendment shall be subject to an administrative fee of $15,000 and payment of Lender Expenses incurred in connection therewith. The Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations among the parties about the subject matter of the Loan Documents merge into the Loan Documents.

12.9 Counterparts; Electronic Execution of Documents. This Agreement and any other Loan Documents, except to the extent otherwise required pursuant to the terms thereof, may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words "execution," "signed," "signature" and words of like import in any Loan Document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page of any Loan Document by electronic means including by email delivery of a ".pdf" format data file shall be effective as delivery of an original executed counterpart of such Loan Document.

12.10 Confidentiality. In handling any confidential information, Agent and Lender agree to exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (a) to its Subsidiaries or Affiliates; (b) to prospective transferees or purchasers of any interest in the Loans; (c) as required by law, regulation, subpoena, or other order and in connection with reporting obligations applicable to Agent or Lender, including pursuant to the Securities Exchange Act of 1934, as amended; (d) to Agent or Lender's regulators or as otherwise required in connection with any examination or audit; (e) as Agent or Lender considers appropriate in connection with the exercise of remedies with respect to the Obligations; and (f) to third-party service providers of Agent or Lenders so long as such service providers are bound by confidentiality terms not more permissive than the terms hereof. Confidential information does not include information that is either: (i) in the public domain or in Agent or any Lender's possession when disclosed to Agent or Lender, as applicable, or becomes part of the public domain (other than as a result of its disclosure by Agent or Lender in violation of this Agreement) after disclosure to Agent or Lender, as applicable; or (ii) disclosed to Agent or Lender by a third party, if Agent or Lender, as applicable, does not know that the third party is prohibited from disclosing the information. The provisions of this paragraph shall survive the termination of this Agreement.

12.11 Borrower Representative. Each of the Loan Parties hereby appoints Borrower Representative to act as its exclusive agent for all purposes under the Loan Documents (including, without limitation, with respect to all matters related to the borrowing and repayment of any Loan). Each Loan Party acknowledges and agrees that (a) Borrower Representative may execute such documents on behalf of any Loan Party as Borrower Representative deems appropriate in its sole discretion and each Loan Party shall be bound by and obligated by all of the terms of any such document executed by Borrower Representative on its behalf, (b) any notice or other communication delivered hereunder to Borrower Representative shall be deemed to have been delivered to each Loan Party and (c) Agent and any Lender shall accept (and shall be permitted to rely on) any document or agreement executed by Borrower Representative on behalf of Loan Parties (or any of them). Each Loan Party shall act through the Borrower Representative for all purposes under this Agreement and the other Loan Documents. Notwithstanding anything

contained herein to the contrary, to the extent any provision in this Agreement requires any Loan Party to interact in any manner with Agent or any Lender, such Loan Party shall do so through Borrower Representative.

12.12 Tax Treatment. Each party hereto hereby acknowledges and agrees that the Loans made on the Closing Date are part of an investment unit within the meaning of Section 1273(c)(2) of the Internal Revenue Code of 1986, as amended, which includes the Warrant. Each party hereto agrees to use the foregoing issue price and purchase price, as applicable, for all income financial accounting and regulatory purposes with respect to this transaction. Notwithstanding anything to the contrary contained herein, each party hereto hereby further acknowledges and agrees that for United States federal, state and local income tax purposes the amount of the "issue price" of such investment unit allocated to the Loans made on the Closing Date under Section 1273(b) of the Internal Revenue Code, and the aggregate fair market value of the Warrant on the Closing Date, each, shall equal an amount to be determined by Agent in consultation with Borrower Representative after the Closing Date, based on a valuation performed by Lenders' tax advisors. Upon notification of such valuation by Agent to Borrower Representative, each party hereto agrees to use the issue price and fair market value, as applicable, as determined in accordance with the foregoing, for all income financial accounting and regulatory purposes with respect to this transaction.

12.13 Captions. The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

12.14 Construction of Agreement. The parties mutually acknowledge that they and their attorneys have participated in the preparation and negotiation of this Agreement. In cases of uncertainty this Agreement shall be construed without regard to which of the parties caused the uncertainty to exist.

12.15 Relationship. The relationship of the parties to this Agreement is determined solely by the provisions of this Agreement. The parties do not intend to create any agency, partnership, joint venture, trust, fiduciary or other relationship with duties or incidents different from those of parties to an arm's-length contract.

12.16 Third Parties. Nothing in this Agreement, whether express or implied, is intended to: (a) confer any benefits, rights or remedies under or by reason of this Agreement on any persons other than the express parties to it and their respective permitted successors and assigns; (b) relieve or discharge the obligation or liability of any person not an express party to this Agreement; or (c) give any person not an express party to this Agreement any right of subrogation or action against any party to this Agreement.

12.17 Publicity. Agent and Borrower shall negotiate in good faith a press release to be jointly issued by Agent and Borrower announcing the transactions contemplated by this Agreement and containing such detail as shall be reasonably acceptable to each of them. Without limiting the foregoing, Agent and each Lender shall be permitted to use Loan Parties' and their Affiliates' logo(s) and/or hyperlink to such Persons' web site(s), separately or together, in written and oral presentations, advertising, promotional and marketing materials, client lists, public relations materials and/or on Agent's and each Lender's web site.

12.18 Appointment of Agent.

(a) Each Lender hereby appoints Agent to act on behalf of Lenders as administrative agent and collateral agent under this Agreement and the other Loan Documents, and to hold and enforce any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations. The provisions of this Section 12.18 are solely for the benefit of Agent and Lenders and no Loan Party nor any other Person shall have any rights as a third party beneficiary of any of the provisions hereof. In performing its functions and duties under this Agreement, Agent does not assume and shall not be deemed to have assumed any obligation toward or relationship of agency or trust with or for any Loan Party or any other Person. Agent shall not have any duties or responsibilities except for those expressly set forth in this Agreement and the other Loan Documents, together with such powers as are reasonably related thereto. The duties of Agent shall be mechanical and administrative in nature and Agent shall not have, or be deemed to have, by reason of this Agreement, any other Loan Document or otherwise a fiduciary relationship in respect of any Lender.

(b) If Agent shall request instructions from Lenders with respect to any act or action (including failure to act) in connection with this Agreement or any other Loan Document, then Agent shall be entitled to refrain from such act or taking such action unless and until it shall have received instructions from Lenders, and Agent shall incur no liability to any Person by reason of so refraining. Agent shall be fully justified in failing or refusing to take any action hereunder or under any other Loan Document for any reason. Without limiting the foregoing, no Lender

shall have any right of action whatsoever against Agent as a result of Agent's acting or refraining from acting hereunder or under any other Loan Document in accordance with the instructions of Lenders.

(c) Agent may perform any and all of its duties and exercise its rights and powers hereunder by or through any one or more sub agents appointed by Agent. Agent and any such sub agent may perform any and all of its duties and exercise its rights and powers by or through their respective and their respective related parties. The exculpatory provisions of this Section 12 shall apply to any such sub agent and to the related parties of such Agent and any such sub agent. No Agent shall be responsible for the negligence or misconduct of any sub-agent except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that such Agent acted with gross negligence or willful misconduct in the selection of such sub agents.

(d) Neither Agent nor any of its Affiliates nor any of their respective directors, officers, agents or employees shall be liable for any action taken or omitted to be taken by it or them under or in connection with this Agreement or the other Loan Documents, except for damages solely caused by its or their own gross negligence or willful misconduct as finally determined by a court of competent jurisdiction. Without limitation of the generality of the foregoing, Agent: (i) may consult with legal counsel, independent chartered accountants and other experts and consultants selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants, experts or consultants; (ii) makes no warranty or representation to any Lender and shall not be responsible to any Lender for any statements, warranties or representations made in or in connection with this Agreement or the other Loan Documents; (iii) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement or the other Loan Documents on the part of any Loan Party or to inspect the Collateral (including the books and records) of any Loan Party; (iv) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto; and (v) shall incur no liability under or in respect of this Agreement or the other Loan Documents by acting upon any notice, consent, certificate or other instrument or writing (which may be by email, telecopy, telegram, cable or telex) believed by it to be genuine and signed or sent by the proper party or parties.

(e) With respect to its Commitments and Loans hereunder, Agent shall have the same rights and powers under this Agreement and the other Loan Documents as any other Lender and may exercise the same as though it were not Agent; and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated, include Agent in its individual capacity (to the extent it holds any Obligations owing to Lenders or Commitments hereunder). Agent and each of its Affiliates may lend money to, invest in, and generally engage in any kind of business with, any Loan Party, any of their Affiliates and any Person who may do business with or own securities of any Loan Party or any such Affiliate, all as if Agent was not Agent and without any duty to account therefor to Lenders. Agent and its Affiliates may accept fees and other consideration from any Loan Party for services in connection with this Agreement or otherwise without having to account for the same to Lenders.

(f) Each Lender acknowledges that it has, independently and without reliance upon Agent or any other Lender, made its own credit and financial analysis of the Loan Parties and its own decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement. Each Lender acknowledges the potential conflict of interest of each other Lender as a result of Lenders holding disproportionate interests in the Loans, and expressly consents to, and waives any claim based upon, such conflict of interest.

(g) Each Lender agrees to indemnify Agent (to the extent not reimbursed by Loan Parties and without limiting the obligations of Loan Parties hereunder), ratably according to its respective Pro Rata Share, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against Agent in any way relating to or arising out of this Agreement or any other Loan Document or any action taken or omitted by Agent in connection therewith; provided, however, that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting solely from Agent's gross negligence or willful misconduct as finally determined by a court of competent jurisdiction. Without limiting the foregoing, each Lender agrees to reimburse Agent promptly upon demand for its ratable share of any out-of-pocket expenses (including reasonable and documented counsel fees) incurred by Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through

negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement and each other Loan Document, to the extent that Agent is not reimbursed for such expenses by the Loan Parties.

(h) Agent may resign at any time by giving not less than thirty (30) days' prior written notice thereof to Lenders and Borrowers. Upon any such resignation, Lenders shall have the right to appoint a successor Agent. If no successor Agent shall have been so appointed by Lenders and shall have accepted such appointment within thirty (30) days after Agent's giving notice of resignation, then Agent may, on behalf of Lenders, appoint a successor Agent, which shall be a Lender, if a Lender is willing to accept such appointment, or otherwise shall be a commercial bank or financial institution or a subsidiary of a commercial bank or financial institution if such commercial bank or financial institution has combined capital of at least $300,000,000. If no successor Agent has been appointed pursuant to the foregoing, by the 30th day after the date such notice of resignation was given by the resigning Agent, such resignation shall become effective and Lenders shall thereafter perform all the duties of Agent hereunder until such time, if any, as Lenders appoint a successor Agent as provided above. Upon the acceptance of any appointment as Agent hereunder by a successor Agent, such successor Agent shall succeed to and become vested with all the rights, powers, privileges and duties of the resigning Agent. Upon the earlier of the acceptance of any appointment as Agent hereunder by a successor Agent or the effective date of the resigning Agent's resignation, the resigning Agent shall be discharged from its duties and obligations under this Agreement and the other Loan Documents, except that any indemnity, expense reimbursement or other rights in favor of such resigning Agent shall continue. After any resigning Agent's resignation hereunder, the provisions of this Section 12.18 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement and the other Loan Documents.

(i) In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, upon the occurrence and during the continuance of any Event of Default, with the prior written consent of Agent, each Lender and each holder of any Obligation is hereby authorized at any time or from time to time, without notice to any Loan Party or to any other Person, any such notice being hereby expressly waived, to set off and to appropriate and to apply any and all balances held by it at any of its offices for the account of any Loan Party or any Subsidiary of a Loan Party (regardless of whether such balances are then due to such Loan Party or such Subsidiary) and any other properties or assets any time held or owing by that Lender or that holder to or for the credit or for the account of any Loan Party or any Subsidiary of a Loan Party against and on account of any of the Obligations which are not paid when due. Any Lender or holder of any Obligation exercising a right to set off or otherwise receiving any payment on account of the Obligations in excess of its Pro Rata Share thereof in accordance with the terms of this Agreement relating to the priority of the repayment of the Obligations shall purchase for cash (and the other Lenders or holders shall sell) such participations in each such other Lender's or holder's Pro Rata Share of the Obligations as would be necessary to cause such Lender to share the amount so set off or otherwise received with each other Lender or holder in accordance with their respective Pro Rata Shares and in accordance with the terms of this Agreement relating to the priority of the repayment of the Obligations. Each Loan Party agrees, to the fullest extent permitted by law, that (i) any Lender or holder may exercise its right to set off with respect to amounts in excess of its Pro Rata Share of the Obligations and may sell participations in such amount so set off to other Lenders and holders and (ii) any Lender or holders so purchasing a participation in the Loans made or other Obligations held by other Lenders or holders may exercise all rights of set off, bankers' Lien, counterclaim or similar rights with respect to such participation as fully as if such Lender or holder were a direct holder of the Loans and the other Obligations in the amount of such participation. Notwithstanding the foregoing, if all or any portion of the set-off amount or payment otherwise received is thereafter recovered from Lender that has exercised the right of set-off, the purchase of participations by that Lender shall be rescinded and the purchase price restored without interest.

(j) Nothing in this Agreement or the other Loan Documents shall be deemed to require Agent to advance funds on behalf of any Lender or to relieve any Lender from its obligation to fulfill its Commitments hereunder or to prejudice any rights that the Borrowers may have against any Lender as a result of any default by such Lender hereunder. To the extent that Agent advances funds to the Borrowers on behalf of any Lender and is not reimbursed therefor on the same Business Day as such advance is made, Agent shall be entitled to retain for its account all interest accrued on such advance until reimbursed by the applicable Lender.

(k) If Agent pays an amount to a Lender under this Agreement in the belief or expectation that a related payment has been or will be received by Agent from Borrowers and such related payment is not received thereby, then Agent will be entitled to recover such amount from such Lender on demand without set off, counterclaim or deduction of any kind.

(l) If Agent determines at any time that any amount received thereby under this Agreement shall be returned to Borrowers or paid to any other Person pursuant to any insolvency law or otherwise, then, notwithstanding any other term or condition of this Agreement or any other Loan Document, Agent will not be required to distribute any portion thereof to any Lender. In addition, each Lender will repay to Agent on demand any portion of such amount that Agent has distributed to such Lender, together with interest at such rate, if any, as Agent is required to pay to Borrowers or such other Person, without set off, counterclaim or deduction of any kind.

(m) Agent shall be deemed to have no knowledge of any Event of Default unless such Agent shall have received written notice thereof from a Lender or a Loan Party stating that it is a "notice of Default" and an Event of Default has occurred. Agent will use reasonable efforts to provide Lenders with any written notice of Event of Default received by Agent from, or delivered by Agent to, any Loan Party; provided, however, that Agent shall not be liable to any Lender for any failure to do so, except to the extent that such failure is attributable solely to Agent's gross negligence or willful misconduct as finally determined by a court of competent jurisdiction.

(n) Anything in this Agreement or any other Loan Document to the contrary notwithstanding, each Lender hereby agrees with each other Lender and with Agent that no Lender shall take any action to protect or enforce its rights arising out of this Agreement or any other Loan Document (including exercising any rights of set-off) without first obtaining the prior written consent of Agent, it being the intent of Lenders that any such action to protect or enforce rights under this Agreement and the other Loan Documents shall be taken in concert and at the direction or with the consent of Agent or Lenders.

13. GUARANTY

13.1 Guaranty. Each Guarantor, who has executed this Agreement as of the date hereof, together with each Loan Party who accedes to this Agreement as a Guarantor after the date hereof pursuant to Section 6.11 hereby, jointly and severally, unconditionally and irrevocably, guarantees to Agent and Lenders the prompt and complete payment and performance by Borrowers and the other Loan Parties when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations. In furtherance of the foregoing, and without limiting the generality thereof, each Guarantor agrees as follows:

(a) each Guarantor's liability hereunder shall be the immediate, direct, and primary obligation of such Guarantor and shall not be contingent upon any exercise or enforcement of any remedy it or they may have against a Borrower, or any other Guarantor or other Person liable in respect of the Obligations, or all or any portion of the Collateral; and

(b) Agent and Lenders may enforce this guaranty notwithstanding the existence of any dispute between Agent or any Lender and a Borrower or any other Guarantor with respect to the existence of any Event of Default.

13.2 Maximum Liability. Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Guarantor shall in no event exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 13.5).

13.3 Termination. The guaranty pursuant to this Section 13 shall remain in full force and effect until the payment in full in cash of the Obligations and the termination of any commitment to extend credit hereunder (the "**Termination Date**").

13.4 Unconditional Nature of Guaranty. No payment made by a Loan Party or any other Person or received or collected by Agent or any Lender from a Loan Party or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Obligations or any payment received or collected from such Guarantor in respect of the Obligations), remain liable for the Obligations up to the maximum liability of such Guarantor hereunder until the Termination Date.

13.5 Right of Contribution. If in connection with any payment made by any Guarantor hereunder any rights of contribution arise in favor of such Guarantor against one or more other Guarantors, such rights of contribution shall be subject to the terms and conditions of Section 13.6. The provisions of this Section 13.5 shall in no respect

limit the obligations and liabilities of any Guarantor to Agent and Lenders, and each Guarantor shall remain liable to Agent and Lenders for the full amount guaranteed by such Guarantor hereunder.

13.6 No Subrogation. Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by Agent or any Lender, no Guarantor shall be entitled to be subrogated to any of the rights of Agent or any Lender against a Loan Party or any collateral security or guarantee or right of offset held by Agent or such Lender for the payment of the Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from a Loan Party in respect of payments made by such Guarantor hereunder, in each case, until the Termination Date. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time prior to the Termination Date, such amount shall be held by such Guarantor in trust for Agent or Lender, as applicable, shall be segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to Agent or such Lender, as applicable, in the exact form received by such Guarantor (duly indorsed by such Guarantor to Agent or such Lender, as applicable, if required), to be applied to the Obligations, irrespective of the occurrence or the continuance of any Event of Default.

13.7 Amendments, etc. with respect to the Obligations. Each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Obligations made by Agent may be rescinded by Agent and any of the Obligations continued, and the Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by Agent, and this Agreement, the other Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, in accordance with their respective terms, and any collateral security, guarantee or right of offset at any time held by Agent or Lender for the payment of the Obligations may be sold, exchanged, waived, surrendered or released. Agent shall have no obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Obligations or for the guarantee pursuant to this Section 13 or any property subject thereto.

13.8 Guarantee Absolute and Unconditional; Guarantor Waivers; Guarantor Consent. Each Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Obligations and notice of or proof of reliance by Agent or lender upon the guaranty contained in this Section 13 or acceptance of this guaranty. The Obligations shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon this guaranty. All dealings between Loan Parties, Agent and Lenders shall be conclusively presumed to have been had or consummated in reliance upon this guaranty. Each Guarantor further waives

(a) diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon any Loan Party with respect to the Obligations;

(b) any right to require Agent or any Lender to marshal assets in favor of any Loan Party or any other Person, to proceed against any Loan Party or any other Person, to proceed against or exhaust any of the Collateral, to give notice of the terms, time and place of any public or private sale of personal property security constituting the Collateral or other collateral for the Obligations or to comply with any other provisions of Section 9-611 of the Code (or any equivalent provision of any other applicable law) or to pursue any other right, remedy, power or privilege of Agent or Lender whatsoever;

(c) the defense of the statute of limitations in any action hereunder or for the collection or performance of the Obligations;

(d) any defense arising by reason of any lack of corporate or other authority or any other defense of any Loan Party or any other Person;

(e) any defense based upon Agent or any Lender's errors or omissions in the administration of the Obligations;

(f) any rights to set-offs and counterclaims;

(g) any defense based upon an election of remedies (including, if available, an election to proceed by nonjudicial foreclosure) which destroys or impairs the subrogation rights of such Guarantor or the right of such Guarantor to proceed against any Loan Party for reimbursement; and

(h) without limiting the generality of the foregoing, to the fullest extent permitted by law, any defenses or benefits that may be derived from or afforded by applicable law that limit the liability of or exonerate guarantors or sureties, or which may conflict with the terms of this Agreement.

Each Guarantor understands and agrees that the guarantee contained in this Section 13 shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (i) the validity or enforceability of this Agreement or any other Loan Document, any of the Obligations or any other collateral security therefor or guaranty or right of offset with respect thereto at any time or from time to time held by Agent or any Lender, (ii) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by any Loan Party or any other Person against Agent or Lender, or (iii) any other circumstance whatsoever (with or without notice to or knowledge of any Loan Party) which constitutes, or might be construed to constitute, an equitable or legal discharge of any Borrower for the Obligations, or of such Guarantor under this guaranty, in bankruptcy or in any other instance, (iv) any Insolvency Proceeding with respect to any Loan Party or any other Person, (v) any merger, acquisition, consolidation or change in structure of any Loan Party or any other Person, or any sale, lease, transfer or other disposition of any or all of the assets or Equity Interests of any Loan Party or any other Person, (vi) any assignment or other transfer, in whole or in part, of Agent or any Lender's interests in and rights under this Agreement or the other Loan Documents, including Agent or any Lender's right to receive payment of the Obligations, or any assignment or other transfer, in whole or in part, of Agent's interests in and to any of the Collateral, (vii) Agent's vote, claim, distribution, election, acceptance, action or inaction in any Insolvency Proceeding related to any of the Obligations, and (viii) any other guaranty, whether by such Guarantor or any other Person, of all or any part of the Obligations or any other indebtedness, obligations or liabilities of any Guarantor to Agent or any Lender. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, Agent may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against any Loan Party or any other Person or against any collateral security or guarantee for the Obligations or any right of offset with respect thereto. Any failure by Agent to make any such demand, to pursue such other rights or remedies or to collect any payments from any Loan Party or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of any Loan Party or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of Agent or any Lender against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

13.9 Modifications to the Obligations. Each Guarantor further unconditionally consents and agrees that, without notice to or further assent from any Guarantor: (a) the principal amount of the Obligations may be increased or decreased and additional indebtedness or obligations of a Borrower or any other Persons under the Loan Documents may be incurred, by one or more amendments, modifications, renewals or extensions of any Loan Document or otherwise; (b) the time, manner, place or terms of any payment under any Loan Document may be extended or changed, including by an increase or decrease in the interest rate on any Obligation or any fee or other amount payable under such Loan Document, by an amendment, modification or renewal of any Loan Document or otherwise; (c) the time for any Loan Party's performance of or compliance with any term, covenant or agreement on its part to be performed or observed under any Loan Document may be extended, or such performance or compliance waived, or failure in or departure from such performance or compliance consented to, all in such manner and upon such terms as Agent and applicable Lenders may deem proper; (d) in addition to the Collateral, Agent may take and hold other security (legal or equitable) of any kind, at any time, as collateral for the Obligations, and may, from time to time, in whole or in part, exchange, sell, surrender, release, subordinate, modify, waive, rescind, compromise or extend such security and may permit or consent to any such action or the result of any such action, and may apply such security and direct the order or manner of sale thereof; (e) Agent may discharge or release, in whole or in part, any other Guarantor or any other Loan Party or other Person liable for the payment and performance of all or any part of the Obligations, and may permit or consent to any such action or any result of such action, and shall not be obligated to demand or enforce payment upon any of the Collateral, nor shall Agent or any Lender be liable to any Guarantor for any failure to collect or enforce payment or performance of the Obligations from any Person or to realize upon the Collateral, and (f) Agent may request and accept other guaranties of the Obligations and any other indebtedness,

obligations or liabilities of a Loan Party to Agent and may, from time to time, in whole or in part, surrender, release, subordinate, modify, waive, rescind, compromise or extend any such guaranty and may permit or consent to any such action or the result of any such action; in case of each of clause (a) through (f), as Agent may deem advisable, and without impairing, abridging, releasing or affecting this Agreement.

13.10 Reinstatement. The guaranty shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Obligations is rescinded or must otherwise be restored or returned by Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of a Loan Party, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, a Loan Party or any substantial part of its property, or otherwise, all as though such payments had not been made.

13.11 No Waiver by Course of Conduct; Cumulative Remedies. Neither Agent nor any Lender shall by any act (except in writing in accordance with Section 12.8), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default, as applicable. No failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Agent or any Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Agent or such Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

13.12 Enforcement Expenses; Indemnification. Each Guarantor agrees to pay or reimburse Agent, for the ratable benefit of Lenders, for all costs and expenses incurred in collecting against such Guarantor under this guaranty or otherwise enforcing or preserving any rights under this Agreement and the other Loan Documents to which such Guarantor is a party, including, without limitation, the reasonable fees and disbursements of counsel.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Closing Date.

BORROWER:

LIGHTS OUT XF, INC.
a Delaware corporation

DocuSigned by:
By _____
7B88B5C045384BF...
Name: Shawne Merriman
Title: Chief Executive Officer

AGENT:

A.R.I. AGENT, LLC

By DocuSigned by: _____
65F2C1EBF0FF49D...
Name: Zack Ellison
Title: Managing Member

LENDERS:

A.R.I. SENIOR SECURED GROWTH CREDIT FUND, LP

By DocuSigned by: _____
65F2C1EBF0FF49D...
Name: Zack Ellison
Title: Managing General Partner

EXHIBIT A

DEFINITIONS

As used in this Agreement, the following capitalized terms have the following meanings:

"**Account**" means any "account" as defined in the Code with such additions to such term as may hereafter be made, and includes, without limitation, all accounts receivable and other sums owing to a Loan Party.

"**Account Control Agreement**" means any control agreement entered into among the depository institution at which a Loan Party maintains a Collateral Account or the securities intermediary or commodity intermediary at which a Loan Party maintains a Collateral Account, one or more Loan Parties, and Agent pursuant to which Agent, for the benefit of Lenders, obtains control (within the meaning of the Code) over such Collateral Account.

"**Account Debtor**" means any "account debtor" as defined in the Code with such additions to such term as may hereafter be made.

"**Affiliate**" means, with respect to any Person, each other Person that owns or controls, directly or indirectly the Person, any Person that controls or is controlled by or is under common control with the Person, and each of that Person's senior executive officers, directors, partners and, for any Person that is a limited liability company, that Person's managers and members.

"**Affiliate Agreement**" is defined in Section 3.1(d).

"**Agent**" has the meaning set forth in the preamble of this Agreement.

"**Agreement**" has the meaning set forth in the preamble of this Agreement.

"**Amortization Date**" means the first Payment Date following the second anniversary of the Closing Date.

"**Anti-Terrorism Order**" means Executive Order No. 13,224 as of September 24, 2001, Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism, 66 U.S. Fed. Reg. 49,079 (2001), as amended.

"**Applicable Margin**" means seven and one half percent (7.50%).

"**Applicable Rate**" means a variable annual rate equal to (i) the Prime Rate plus (ii) the Applicable Margin.

"**Approved Fund**" means any fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"**Assignment Agreement**" means an Assignment Agreement substantially in the form of Exhibit H, with such amendments or modifications as may be approved by Agent.

"**Automatic Payment Authorization**" means the Automatic Payment Authorization in substantially the form of Exhibit F.

"**Board**" means, with respect to any Person, the board of directors, board of managers, managers or other similar bodies or authorities performing similar governing functions for such Person. Unless the context otherwise requires, each reference to a Board herein shall be a reference to the Board of Borrower Representative.

"**Borrower**" and "**Borrowers**" has the meaning set forth in the preamble hereof.

"**Borrower Representative**" has the meaning set forth in the preamble hereof.

"**Business Day**" means any day that is not a Saturday, Sunday or a day on which commercial banks in the State of New York are required or permitted to be closed.

"**Cash Equivalents**" means (a) marketable direct obligations issued or unconditionally guaranteed by the United States or any agency or any State thereof having maturities of not more than one (1) year from the date of acquisition; (b) commercial paper maturing no more than one (1) year after its creation and having the highest rating from either Standard & Poor's Ratings Group or Moody's Investors Service, Inc.; (c) certificates of deposit issued by any bank with assets of at least $500,000,000 maturing no more than one year from the date of investment therein; and (d) money market funds at least ninety-five percent (95%) of the assets of which constitute Cash Equivalents of the kinds described in clauses (a) through (c) of this definition.

"**Change in Control**" means any of the following (or any combination of the following) whether arising from any single transaction, event or series of related transactions or events that, individually or in the aggregate, result in: (a) the holders of Borrower Representative's Equity Interests who were holders of such Equity Interests as of the Closing Date ceasing to own at least fifty-one percent (51%) of the Voting Stock of Borrower Representative; (b) any "person" or "group" (within the meaning of Section 13(d) and 14(d)(2) of the Securities Exchange Act of 1934) becoming the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934), directly or indirectly, of a sufficient number of Equity Interests of Borrower Representative ordinarily entitled to vote in the election of directors, empowering such "person" or "group" to elect a majority of the members of the Board, who did not have such power before such transaction; or (c) the Transfer of all or substantially all of the assets of the Loan Parties or of a material business line of Loan Parties; or (d) Borrower Representative ceasing to own and control, free and clear of any Liens (other than Permitted Liens), directly or indirectly, all of the Equity Interests in each of its Subsidiaries or failing to have the power to direct or cause the direction of the management and policies of each such Subsidiary.

"**Claims**" has the meaning set forth in Section 12.3.

"**Closing Date**" has the meaning set forth in the preamble hereof.

"**Code**" means the Uniform Commercial Code, as the same may, from time to time, be enacted and in effect in the State of New York; provided, that, to the extent that the Code is used to define any term herein or in any Loan Document and such term is defined differently in different Articles or Divisions of the Code, the definition of such term contained in Article or Division 9 shall govern; provided further, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, or priority of, or remedies with respect to, Agent's Lien on any Collateral is governed by the Uniform Commercial Code in effect in a jurisdiction other than the State of New York, the term "**Code**" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies and for purposes of definitions relating to such provisions.

"**Collateral**" means any and all of the Loan Parties' properties, rights and assets described on Exhibit B, and any collateral securing the Obligations pursuant to any guaranty or pursuant to any other Loan Document, in each case whether real, personal or mixed, and whether tangible or intangible.

"**Collateral Access Agreement**" means an agreement with respect to a Loan Party's leased location or bailee location, in each case in form and substance reasonably satisfactory to Agent.

"**Collateral Account**" means any Deposit Account, Securities Account, or Commodity Account of a Loan Party that is not an Excluded Account.

"**Commitment**" means, as to any Lender, the aggregate principal amount of Loans committed to be made by such Lender, as set forth on Schedule 1 hereto.

"**Commodity Account**" means any "commodity account" as defined in the Code with such additions to such term as may hereafter be made.

"**Compliance Certificate**" means that certain certificate in the form attached hereto as Exhibit D.

"**Consolidated Revenue**" means, for any period, the sum total of all net revenue received by Borrower Representative and its Subsidiaries during such period, determined on a consolidated basis in accordance with GAAP.

"**Contingent Obligation**" means, for any Person, any direct or indirect liability, contingent or not, of that Person for (a) any indebtedness, lease, dividend, letter of credit or other obligation of another such as an obligation, in each case, directly or indirectly guaranteed, endorsed, co made, discounted or sold with recourse by that Person, or for which that Person is directly or indirectly liable; (b) any obligations for undrawn letters of credit for the account of that Person; and (c) all obligations from any interest rate, currency or commodity swap agreement, interest rate cap or collar agreement, or other agreement or arrangement designated to protect a Person against fluctuation in interest rates, currency exchange rates or commodity prices. The amount of a Contingent Obligation is the stated or determined amount of the primary obligation for which the Contingent Obligation is made or, if not determinable, the maximum reasonably anticipated liability for it determined by the Person in good faith; but the amount may not exceed the maximum of the obligations under any guarantee or other support arrangement.

"**Copyrights**" means any and all copyright rights, copyright applications, copyright registrations and like protections of a Person in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret.

"**Default**" means any circumstance, event or condition that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"**Default Rate**" has the meaning set forth in Section 2.3(b).

"**Deposit Account**" means any "deposit account" as defined in the Code with such additions to such term as may hereafter be made, and includes any checking account, savings account or certificate of deposit.

"**Dollars**," "**dollars**" or use of the sign "**$**" means only lawful money of the United States and not any other currency, regardless of whether that currency uses the "$" sign to denote its currency or may be readily converted into lawful money of the United States.

"**Equipment**" means all "equipment" as defined in the Code with such additions to such term as may hereafter be made, and includes without limitation all machinery, fixtures, goods, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing.

"**Equity Interests**" means, with respect to any Person, any of the shares of capital stock of (or other ownership, membership, partnership or profit interests in) such Person, any of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership, membership, partnership or profit interests in) such Person, any of the securities convertible into or exchangeable for shares of capital stock of (or other ownership, membership, partnership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and any of the other ownership, membership, partnership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination, including (without limitation) common stock, preferred stock, or any other "equity security" (as such term is defined in Rule 3a11–1 of the General Rules and Regulations promulgated by the SEC under, or in connection with, the Securities Exchange Act)

"**ERISA**" means the Employee Retirement Income Security Act of 1974, and its regulations.

"**Event of Default**" has the meaning set forth in Section 8.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Excluded Locations**" means the following locations where Collateral may be located from time to time: (a) locations where mobile office equipment (e.g. laptops, mobile phones and the like) may be located with employees in the Ordinary Course of Business, and (b) other locations where, in the aggregate for all such locations, less than Fifty Thousand Dollars ($50,000) of Collateral is located.

"**Federal Reserve Board**" means the Board of Governors of the Federal Reserve System, or any successor thereto.

"**Funding Date**" means any date on which a Loan is made to or for the account of a Borrower which shall be a Business Day.

"**GAAP**" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other Person as may be approved by a significant segment of the accounting profession, which are applicable to the circumstances as of the date of determination, provided, however, that if there occurs after the Closing Date any change in GAAP that affects in any respect the calculation of any covenant or threshold in this Agreement, Agent and Borrowers shall negotiate in good faith amendments to the provisions of this Agreement that relate to the calculation of such covenant or threshold with the intent of having the respective positions of Lender and Borrowers after such change in GAAP conform as nearly as possible to their respective positions as of the Closing Date, and, until any such amendments have been agreed upon, such covenants and thresholds shall be calculated as if no such change in GAAP has occurred.

"**General Intangibles**" means all "general intangibles" as defined in the Code in effect on the Closing Date with such additions to such term as may hereafter be made, and includes without limitation, all Intellectual Property, claims, income and other tax refunds, security and other deposits, payment intangibles, contract rights, options to purchase or sell real or personal property, rights in all litigation presently or hereafter pending (whether in contract, tort or otherwise), insurance policies (including without limitation key person, property damage, and business interruption insurance), payments of insurance and rights to payment of any kind.

"**Governmental Approval**" means any consent, authorization, approval, order, license, franchise, permit, certificate, accreditation, registration, filing or notice, of, issued by, from or to, or other act by or in respect of, any Governmental Authority.

"**Governmental Authority**" means any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government, any securities exchange and any self-regulatory organization.

"**Guarantor**" means any Person providing a Guaranty with respect to the Obligations or providing collateral, security or other credit support for all or any portion of the Obligations.

"**Guaranty**" means any guarantee of all or any part of the Obligations, as the same may from time to time be amended, restated, modified or otherwise supplemented.

"**Indebtedness**" means (a) indebtedness for borrowed money or the deferred price of property or services, (b) any reimbursement and other obligations for surety bonds and letters of credit, (c) obligations evidenced by notes, bonds, debentures or similar instruments, (d) capital lease obligations, and (e) Contingent Obligations.

"**Indemnified Person**" has the meaning set forth in Section 12.3.

"**Insolvency Proceeding**" means any proceeding by or against any Person under the United States Bankruptcy Code, or any other bankruptcy or insolvency law, including assignments for the benefit of creditors, compositions, extensions generally with its creditors, or proceedings seeking reorganization, arrangement, or other relief.

"**Intellectual Property**" means, with respect to any Loan Party (or, as applicable, any of its Subsidiaries), all of such Loan Party's or Subsidiary's right, title, and interest in and to the following:

(a) its Copyrights, Trademarks and Patents;

(b) any and all trade secrets and trade secret rights, including, without limitation, any rights to unpatented inventions, know-how, operating manuals;

(c) any and all source code;

(d) any and all design rights which may be available to such Person;

(e) any and all claims for damages by way of past, present and future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property rights identified above; and

(f) all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents.

"**Inventory**" means all "inventory" as defined in the Code in effect on the Closing Date with such additions to such term as may hereafter be made.

"**Investment**" means any beneficial ownership interest in any Person (including stock, partnership interest or other securities or Equity Interests), and any loan, advance or capital contribution to any Person, or the acquisition of all or substantially all of the assets or properties of another Person.

"**IP Security Agreement**" means that certain intellectual property security agreement entered into by each Loan Party which is the owner of Intellectual Property registered with the United States Patent and Trademark Office or United States Copyright Office and Agent as of the Closing Date or from time thereafter, as amended, restated, supplemented or otherwise modified, from time to time.

"**Key Person**" means Shawne Merriman, Borrower Representative's President, Secretary, Treasurer, and Chief Executive Officer as of the Closing Date.

"**Lender**" has the meaning set forth in the preamble hereof.

"**Lender Expenses**" means all audit fees and expenses, costs, and expenses (including reasonable attorneys' fees and expenses) of Agent and Lenders for preparing, amending, negotiating, administering, defending and enforcing the Loan Documents (including, without limitation, those incurred in connection with appeals or Insolvency Proceedings) or otherwise incurred with respect to a Loan Party; provided that attorneys' fees and expenses incurred prior to the Closing Date, for the documentation and negotiation of this Agreement and the other Loan Documents, shall not exceed $20,000 so long as there is not more than one reasonable turn of the Loan Documents from each of (A) the Loan Parties, collectively, and (B) Agent.

"**Lien**" means a claim, mortgage, deed of trust, levy, charge, pledge, security interest or other encumbrance of any kind, whether voluntarily incurred or arising by operation of law or otherwise against any property.

"**Loan Documents**" means, collectively, this Agreement and any schedules, exhibits, certificates, notices, and any other documents related to this Agreement, the Warrant, any Guaranty, any Subordination Agreement, the Account Control Agreements, the Collateral Access Agreements, any note or notes, the Automatic Payment Authorization, and any other present or future agreement by a Loan Party with or for the benefit of Agent or any Lender in connection with this Agreement, all as amended, modified, supplemented, extended or restated from time to time.

"**Loan Party**" or "**Loan Parties**" means, each Borrower from time to time party hereto and each Guarantor (if any).

"**Loan Parties' Books**" means all of each Loan Party's books and records including ledgers, federal and state tax returns, records regarding such Loan Party's assets or liabilities, the Collateral, business operations or financial condition, and all computer programs or storage or any equipment containing such information.

"**Loan Request**" means a written request for a Loan pursuant to this Agreement in substantially the form attached hereto as Exhibit C.

"**Loans**" means, collectively, the Term Loans and any other loan from time to time made under this Agreement, and "Loan" means any of the foregoing.

"**Margin Stock**" has the meaning set forth in Section 5.11(b).

"**Material Adverse Effect**" means (a) a material impairment in the perfection or priority of Agent's Lien in the Collateral or a material impairment in the value of the Collateral; or (b) a material adverse effect upon: (i) the business, operations, properties, assets or condition (financial or otherwise) of the Loan Parties as a whole; (ii) the prospect of repayment of any part of the Obligations under the Loan Documents or the ability of any Loan Party to perform its other Obligations under the Loan Documents; or (iii) the ability of Agent to enforce any of its rights or remedies with respect to any Obligations under the Loan Documents.

"**Maximum Rate**" has the meaning set forth in Section 2.3(d) hereof.

"**Obligations**" means all of Borrowers' and each other Loan Party's obligations to pay the Loans when due, including principal interest, fees, Lender Expenses, the Prepayment Fee (if any), and any other amounts due to be paid by a Borrower or Loan Party, and each Borrower's and Loan Party's obligation to perform its duties under the Loan Documents (other than the Warrant), and any other debts, liabilities and other amounts any Borrower or Loan Party owes to Agent or any Lender at any time, whether under the Loan Documents or otherwise (but excluding obligations arising under the Warrant), including, without limitation, interest accruing after Insolvency Proceedings begin (whether or not allowed), and any debts, liabilities, or obligations of any Borrower or Loan Party assigned to Agent or any Lender.

"**OFAC**" has the meaning set forth in Section 5.11(c).

"**Operating Documents**" means, for any Person, such Person's formation documents, as certified by the Secretary of State (or equivalent agency) of such Person's jurisdiction of formation, organization or incorporation on a date that is no earlier than thirty (30) days prior to the Closing Date and, (a) if such Person is a corporation, its bylaws in current form, (b) if such Person is a limited liability company, its limited liability company agreement or operating agreement (or similar agreement), and (c) if such Person is a partnership, its partnership agreement (or similar agreement), each of the foregoing with all current amendments, restatements and modifications thereto.

"**Ordinary Course of Business**" means, in respect of any transaction involving any Person, the ordinary course of such Person's business as conducted by any such Person in accordance with (a) the usual and customary customs and practices in the kind of business in which such Person is engaged, and (b) the past practice and operations of such Person, and in each case, undertaken by such Person in good faith and not for purposes of evading any covenant or restriction in any Loan Document.

"**Patents**" means all patents, patent applications and like protections of a Person including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and all rights therein provided by international treaties or conventions.

"**Payment Date**" means the last calendar day of each month.

"**Perfection Certificate**" has the meaning set forth in Section 5.1.

"**Permitted Indebtedness**" means:

(a) each Loan Party's Indebtedness under this Agreement and the other Loan Documents;

(b) Indebtedness existing on the Closing Date and shown on the Perfection Certificate, provided that (i) to the extent the amount of such type of Indebtedness is limited pursuant to a clause of this defined term, amounts existing on the Closing Date or any permitted refinancing thereof shall count towards such limit, (ii) to the extent such Indebtedness is required to be repaid on the Closing Date, in accordance with a payoff letter delivered as a condition to closing, such Indebtedness shall not constitute Permitted Indebtedness after such repayment, and (iii) to the extent any such Indebtedness is required to be made subject to the terms of a Subordination Agreement as of the Closing Date or thereafter, pursuant to the terms of this Agreement, such Indebtedness shall be permitted only to the extent the applicable Subordination Agreement is in effect;

(c) Subordinated Debt;

(d) unsecured Indebtedness to trade creditors incurred in the Ordinary Course of Business;

(e) Indebtedness incurred as a result of endorsing negotiable instruments received in the Ordinary Course of Business;

(f) Indebtedness secured by Liens permitted under clause (c) of the definition of "Permitted Liens" hereunder;

(g) Indebtedness (i) among Loan Parties, (ii) of a Loan Party, subject to the conditions set forth in clause (d) of the defined term "Permitted Investments", and (iii) of a Subsidiary that is not a Loan Party to a Loan Party, subject to the conditions set forth in clause (d) of the defined term "Permitted Investments";

(h) unsecured Indebtedness owing to financial institutions of credit card facilities incurred in the Ordinary Course of Business in an amount not to exceed $50,000 at any time; and

(i) extensions, refinancings, modifications, amendments and restatements of any items of Permitted Indebtedness described in clause (b) above, provided that the principal amount thereof is not increased or the terms thereof are not modified to impose more burdensome terms upon the applicable Loan Party or any of its Subsidiaries, as the case may be.

"**Permitted Investments**" means:

(a) Investments (including, without limitation, Subsidiaries) existing on the Closing Date and shown on the Perfection Certificate;

(b) (i) Investments consisting of Cash Equivalents, and (ii) any Investments permitted by Borrower Representative's investment policy, as amended from time to time, provided that such investment policy (and any such amendment thereto) has been approved in writing by Agent;

(c) Investments consisting of repurchases of Borrower Representative's Equity Interests from former employees, officers and directors of Borrower Representative to the extent permitted under Section 7.7;

(d) Investments (i) among Loan Parties, and (ii) in a Loan Party, provided that any Indebtedness of a Loan Party owing to a Subsidiary that is not a Loan Party shall be subordinated to the Obligations on terms satisfactory to Agent in its sole discretion;

(e) Investments not to exceed Twenty-Five Thousand Dollars ($25,000) outstanding in the aggregate at any time consisting of (i) travel advances and employee relocation loans and other employee loans and advances in the Ordinary Course of Business, and (ii) loans not involving the net transfer of cash proceeds to employees, officers or directors relating to the purchase of Equity Interests of Borrower Representative pursuant to employee stock purchase plans or other similar agreements approved by the Board;

(f) Investments (including debt obligations) received in connection with the bankruptcy or reorganization of customers or suppliers and in settlement of delinquent obligations of, and other disputes with, customers or suppliers arising in the Ordinary Course of Business;

(g) Investments consisting of Deposit Accounts maintained in compliance with Section 6.6; and

(h) Investments consisting of accounts receivable of, or prepaid royalties and other credit extensions, to customers and suppliers who are not Affiliates, in the Ordinary Course of Business; provided that this clause (h) shall not apply to Investments of a Loan Party in any Subsidiary.

"**Permitted Licenses**" are (A) licenses of over-the-counter software that is commercially available to the public, and (B) non-exclusive and exclusive licenses for the use of the Intellectual Property of any Loan Party or any of its Subsidiaries entered into in the Ordinary Course of Business, provided, that, with respect to each such license described in clause (B), (i) no Event of Default has occurred or is continuing at the time of such license; (ii) the license constitutes an arms-length transaction, the terms of which, on their face, do not provide for a sale or assignment of any Intellectual Property and do not restrict the ability of any Loan Party or any of its Subsidiaries, as applicable, to pledge, grant a security interest in or lien on, or assign or otherwise Transfer any Intellectual Property; (iii) in the case of any exclusive license, (x) such Loan Party delivers ten (10) days' prior written notice and a brief summary of the terms of the proposed license to Agent and the Lenders and delivers to Agent and the Lenders copies of the final executed licensing documents in connection with the exclusive license promptly upon consummation thereof, and (y) any such license could not result in a legal transfer of title of the licensed property but may be exclusive in respects other than territory and may be exclusive as to territory only as to discrete geographical areas outside of the United States; and (iv) all upfront payments, royalties, milestone payments or other proceeds arising from the licensing agreement that are payable to Loan Party or any of its Subsidiaries are paid to a Deposit Account that is governed by a Control Agreement.

"**Permitted Liens**" means:

(a) Liens arising under this Agreement and the other Loan Documents;

(b) Liens existing on the Closing Date and shown on the Perfection Certificate, provided that (i) to the extent the amount of Indebtedness secured by such Lien is limited pursuant to a clause of this defined term, amounts existing on the Closing Date or any permitted refinancing thereof shall count towards such limit, (ii) to the extent the Indebtedness secured by such a Lien is required to be repaid on the Closing Date, in accordance with a payoff letter delivered as a condition to closing, such Lien shall not constitute Permitted Lien after the repayment of the associated Indebtedness, and (iii) to the extent any such Lien is required to be made subject to the terms of a Subordination Agreement as of the Closing Date or thereafter, pursuant to the terms of this Agreement, such Lien shall be permitted only to the extent the applicable Subordination Agreement is in effect;

(c) purchase money Liens (i) on Equipment acquired or held by a Loan Party or Subsidiary thereof incurred for financing the acquisition of the Equipment, or (ii) existing on Equipment when acquired, if the Lien is confined to the property and improvements and the proceeds of the Equipment, in each case, securing no more than Twenty-Five Thousand Dollars ($25,000) in the aggregate amount outstanding;

(d) Liens for taxes, fees, assessments or other government charges or levies, either (i) not yet delinquent or (ii) being contested in good faith and for which such Loan Party or Subsidiary maintains adequate reserves on its books, provided that no notice of any such Lien has been filed or recorded under the Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted thereunder;

(e) leases or subleases of real property granted in the Ordinary Course of Business of such Person, and leases, subleases, non-exclusive licenses or sublicenses of personal property (other than Intellectual Property) granted in the Ordinary Course of Business of such Person;

(f) Liens of carriers, warehousemen, suppliers, or other Persons that are possessory in nature arising in the Ordinary Course of Business so long as such Liens attach only to Inventory, securing liabilities in the aggregate amount not to exceed Twenty Five Thousand Dollars ($25,000) and which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings which proceedings have the effect of preventing the forfeiture or sale of the property subject thereto;

(g) Liens to secure payment of workers' compensation, employment insurance, old-age pensions, social security and other like obligations incurred in the Ordinary Course of Business (other than Liens imposed by ERISA);

(h) deposits or pledges of cash to secure bids, tenders, contracts (other than contracts for the payment of money), leases, surety and appeal bonds and other obligations of a like nature arising in the Ordinary Course of Business, in an aggregate amount not exceeding Twenty-Five Thousand Dollars ($25,000) at any time;

(i) Liens arising from attachments or judgments, orders, or decrees in circumstances not constituting an Event of Default;

(j) Liens in favor of other financial institutions arising in connection with a Deposit Account or Securities Account of a Loan Party or Subsidiary thereof held at such institutions, provided that Agent has a perfected security interest in such Deposit Account, or the securities maintained therein and Agent has received an Account Control Agreement with respect thereto to the extent required pursuant to Section 6.6 of this Agreement;

(k) Liens consisting of Permitted Licenses; and

(l) Liens incurred in the extension, renewal or refinancing of the indebtedness secured by Liens described in clause (b), but any extension, renewal or replacement Lien shall be limited to the property encumbered by the existing Lien and the principal amount of the indebtedness may not increase.

"**Permitted Locations**" means, collectively, the following locations where Collateral may be located from time to time: (a) locations identified in the Perfection Certificate, (b) locations with respect to which the applicable Loan Party has complied with the requirements of Section 6.12, and (c) the Excluded Locations.

"**Permitted Transfers**" means

(a) sales of Inventory by a Loan Party or any of its Subsidiaries in the Ordinary Course of Business;

(b) dispositions of worn-out, obsolete or surplus Equipment in the Ordinary Course of Business that is, in the reasonable judgment of such Loan Party or Subsidiary, no longer economically practicable to maintain or useful;

(c) Transfers consisting of the granting of Permitted Liens and the making of Permitted Investments;

(d) the use or transfer of money or Cash Equivalents in the Ordinary Course of Business for the payment of ordinary course business expenses in a manner that is not prohibited by the Loan Documents; and

(e) other Transfers of assets having a fair market value of not more than Twenty-Five Thousand Dollars ($25,000) per fiscal year.

"**Person**" means any individual, sole proprietorship, partnership, limited liability company, joint venture, company, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or government agency.

"**Prepayment Premium**" means, if the date of a prepayment made pursuant to Section 2.2(d) is prior to the second anniversary of the Closing Date, an amount equal to all interest that would have accrued (but for such prepayment of the Loans) on the principal amount of the Loans (as determined immediately prior to the date of such prepayment, using the Prime Rate then in effect) at the rate and on the terms set forth in Section 2.3, during the period commencing on the date of such prepayment and continuing through and including the second anniversary of the Closing Date, as if the Loans not been so prepaid but had instead remained unpaid and outstanding.

"**Prime Rate**" means, at any time, a floating rate equal to (A) during the period beginning on the Closing Date and ending on (and including) the second anniversary thereof, the greater of (i) the rate of interest noted in The Wall Street Journal, Money Rates section, from time to time, as determined by Agent, as the "Prime Rate", and (ii) Eight and one half percent (8.50 %), and (B) following the second anniversary of the Closing Date, the rate set forth in the immediately preceding clause (i). In the event that The Wall Street Journal quotes more than one rate, or a range of rates, as the Prime Rate, then the Prime Rate shall mean the average of the quoted rates. In the event that The Wall Street Journal ceases to publish a Prime Rate, then the Prime Rate shall be the average of the prime rate specified by the three (3) largest U.S. money center commercial banks, as determined by Agent.

"**Pro Rata Share**" means, with respect to any Lender and as of any date of determination, the percentage obtained by dividing (i) the aggregate Commitments of such Lender by (ii) the aggregate Commitments of all Lenders provided, that to the extent any Commitment has expired or been terminated, with respect to such Commitment, the applicable outstanding balance of the Loans made pursuant to such Commitment held by such Lender and all Lenders,

respectively, shall be used in lieu of the amount of such Commitment, provided further, that with respect to all matters relating to a particular Loan, the Commitment or outstanding balance of the applicable Loan, shall be used in lieu of the aggregate Commitment or outstanding balance of all Loans in the foregoing calculation. "Ratable" and related terms shall mean, determined by reference to such Lender's Pro Rata Share.

"**Products**" means all products, software, service offerings, technical data or technology currently being designed, manufactured or sold by any Loan Party or any Subsidiary of any Loan Party or which any Loan Party or any Subsidiary of any Loan Party intends to sell, license, or distribute in the future including any products or service offerings under development, collectively, together with all products, software, service offerings, technical data or technology that have been sold, licensed or distributed by any Loan Party or any Subsidiary of any Loan Party since its incorporation.

"**Projections**" means the board approved business plan and projections for the business of Borrower Representative and its Subsidiaries most recently delivered to, and approved by, Agent in accordance with Section 6.2(c), in form and substance satisfactory to Agent.

"**Register**" has the meaning set forth in Section 12.2(f).

"**Registered Organization**" means any "registered organization" as defined in the Code with such additions to such term as may hereafter be made.

"**Requirement of Law**" means as to any Person, the organizational or governing documents of such Person, and any law (statutory or common), treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"**Responsible Officer**" means with respect to any Person, any of the Chief Executive Officer, President or Chief Financial Officer of such Person. Unless the context otherwise requires, each reference to a Responsible Officer herein shall be a reference to a Responsible Officer of Borrower Representative.

"**Restricted License**" means any material in-bound license or other similar material agreement (other than ordinary course customer contracts, off the shelf software licenses, licenses that are commercially available to the public, and open source licenses) to which a Loan Party or Subsidiary is a party (a) that prohibits or otherwise restricts such Loan Party or Subsidiary from granting a security interest in its interest in such license or agreement or in any other property, or (b) for which a default under, or termination of which, could reasonably be expected to interfere with Agent's right to sell any Collateral.

"**Securities Account**" means any "**securities account**" as defined in the Code with such additions to such term as may hereafter be made.

"**Security Instrument**" means any security agreement, assignment, pledge agreement, financing or other similar statement or notice, continuation statement, other agreement or instrument, or any amendment or supplement to any thereof, creating, governing or providing for, evidencing or perfecting any security interest or Lien.

"**Shares**" means all of the issued and outstanding Equity Interests owned or held of record by a Loan Party or other Loan Party in each of its Subsidiaries.

"**Subordinated Debt**" means Indebtedness incurred by a Loan Party that is subordinated in writing to all of the Obligations, pursuant to a Subordination Agreement.

"**Subordination Agreement**" means any subordination agreement in form and substance satisfactory to Agent entered into from time to time with respect to Subordinated Debt.

"**Subsequent Round**" means each bona fide round of private equity financing occurring after the Closing Date, in which Borrower Representative sells and issues its Equity Interests to investors ("**Subsequent Round Investors**") for capital raising purposes, whether in a single or multiple closings.

"**Subsequent Round Proceeds**" means, for each Subsequent Round, the aggregate gross proceeds received by Borrower Representative (or its designee) as consideration for its Equity Interests sold in connection with such Subsequent Round, which includes the amounts that the Subsequent Round Investors have committed to invest, in accordance with the terms of the Subsequent Round's financing documents, after the initial closing under such documents, but shall not include those amounts (if any) receivable upon, or attributable to, the conversion or cancellation of indebtedness in connection with the issuance of any Equity Interests.

"**Subsidiary**" means, with respect to any Person, any corporation, partnership, limited liability company or joint venture in which (i) any general partnership interest or (ii) more than fifty percent (50%) of the stock, limited liability company interest, joint venture interest or other Equity Interest which by the terms thereof has the ordinary voting power to elect the Board of that Person, at the time as of which any determination is being made, is owned or controlled by such Person, directly or indirectly. Unless the context otherwise requires, each reference to a Subsidiary herein shall be a reference to a Subsidiary of Borrower Representative.

"**Term Loan**" is defined in Section 2.2(a) hereof.

"**Term Loan Commitment**" means as to any Lender, the aggregate principal amount of Term Loans committed to be made by such Lender, as set forth on Schedule 1 hereto. "**Term Loan Commitments**" means the aggregate amount of such commitments of all Lenders.

"**Term Loan Maturity Date**" means May 13, 2028.

"**Termination Date**" has the meaning set forth in Section 13.3.

"**Trademark**s" means any trademark and servicemark rights of a Person, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business connected with and symbolized by such trademarks.

"**Transfer**" is defined in Section 7.1.

"**Voting Stock**" means, with respect to any Person, all classes of Equity Interests issued by such Person the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors or managers (or Persons performing similar functions) of such Person, even though the right so to vote has been suspended by the happening of such a contingency.

"**Warrant**" means, collectively, each Warrant to Purchase Common Stock dated as of the Closing Date executed by Borrower Representative in favor of each Lender, as amended, modified, supplemented, extended or restated from time to time.

EXHIBIT B

COLLATERAL DESCRIPTION

The Collateral consists of all of each Loan Party's right, title and interest in and to the following personal property wherever located, whether now owned or existing or hereafter acquired, created or arising:

All goods, Accounts (including health-care receivables), Equipment, Inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, General Intangibles, commercial tort claims, documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), cash, deposit accounts, fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), securities, and all other investment property, supporting obligations, and financial assets, whether now owned or hereafter acquired, wherever located; and all such Loan Party's Books relating to the foregoing, and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds (both cash and non-cash) and insurance proceeds of any or all of the foregoing.

EXHIBIT C

LOAN REQUEST

A.R.I. AGENT, LLC
First Central Tower
360 Central Avenue
Suite 800 #3832
St. Petersburg, FL 33701
Attention: Zack Ellison

Date: _____

Reference is made to that certain Loan and Security Agreement, dated May 13, 2024 (as amended, restated, supplemented or otherwise modified, from time to time, the "**Agreement**"), among **LIGHTS OUT XF, INC.**, a Delaware corporation ("**Borrower Representative**"), the other borrowers and guarantors from time to time party thereto, the lenders from time to time party thereto (collectively, "**Lenders**"), and **A.R.I. AGENT, LLC**, as administrative agent and collateral agent for Lenders (in such capacity, "**Agent**"). Capitalized terms have meanings as defined in the Agreement.

Borrower Representative hereby requests the [__] Loans be made, in the amount of $[__] on [__] (the "**Funding Date**") pursuant to the Agreement, and irrevocably authorizes and directs Agent to:

(a) Disburse the proceeds of the above requested Loans by wire transfer of funds to the following account(s) and payee(s):

Bank:
Address:

ABA Number:
Account Number:
Account Holder:

(b) Deduct amounts from the foregoing advance to be applied to Lender Expenses and outstanding fees then due as set forth on the attached Schedule 1.

Borrower Representative acknowledges and agrees that the disbursements requested hereby are being made strictly on the basis of the information set forth herein and in the event such information is inaccurate, Borrower Representative shall be liable for any and all losses, costs, and expenses arising from any inaccuracy in such information and hereby agrees to fully (without offset of any kind) indemnify each of Agent and Lenders from any and all such losses, costs, and expenses.

Borrower Representative represents that each of the conditions precedent to the Loans set forth in the Agreement are satisfied and shall be satisfied on the Funding Date, including but not limited to: (i) the representations and warranties set forth in the Agreement and in the other Loan Documents are and shall be true and correct in all material respects on and as of the Funding Date with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case they remain true and correct in all material respects as of such earlier date); provided, however, that such materiality qualifiers shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof, (ii) no Default or Event of Default has occurred, and (iii) no event that has had or could reasonably be expected to have a Material Adverse Effect has occurred and is continuing.

Borrower Representative agrees to notify Agent promptly before the Funding Date if any of the matters which have been represented above shall not be true and correct in all material respects on the Funding Date and if Agent has received no such notice before the Funding Date then the statements set forth above shall be deemed to have been made and shall be deemed to be true and correct in all material respects as of the Funding Date.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO LOAN REQUEST]

This Loan Request is hereby executed as of the date first written above.

BORROWER REPRESENTATIVE:

LIGHTS OUT XF, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

[SCHEDULE 1]

EXHIBIT D

COMPLIANCE CERTIFICATE

TO: A.R.I. AGENT, LLC Date:
FROM: LIGHTS OUT XF, INC.

Reference is made to that certain Loan and Security Agreement, dated May 13, 2024 (as amended, restated, supplemented or otherwise modified, from time to time, the "**Agreement**"), among **LIGHTS OUT XF, INC.**, a Delaware corporation ("**Borrower Representative**"), and the other borrowers and guarantors from time to time party thereto (the "**Loan Parties**", and each a "**Loan Party**"), the lenders from time to time party thereto (collectively, "**Lenders**"), and **A.R.I. AGENT, LLC**, as administrative agent and collateral agent for Lenders (in such capacity "**Agent**"). Capitalized terms have meanings as defined in the Agreement.

The undersigned authorized officer of Borrower Representative, hereby certifies in accordance with the terms of the Agreement as follows:

(1) Each Loan Party is in compliance for the period ending _____ with all covenants set forth in the Agreement; (2) no Event of Default has occurred and is continuing; and (3) the representations and warranties in the Agreement are true and correct in all material respects on this date; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date.

Appendix 1 sets forth true and accurate calculations with respect to the financial covenants in Section 6.10 of the Agreement.

The undersigned certifies that all financial statements delivered herewith are prepared in accordance with GAAP (other than, with respect to unaudited financials for the absence of footnotes and being subject to normal year-end adjustments), consistently applied from one period to the next. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Agreement.

Please indicate compliance status by circling Yes/No under "Complies" column.

Reporting Covenants	**Required**	**Complies**
Monthly financial statements and Compliance Certificate	Monthly, within 45 days of month end	Yes No
Projections	Annually, within 30 days of fiscal year end	Yes No
Annual financial statements and any management letters	Annually, within 60 days of fiscal year end	Yes No
Quarterly financial statements	Quarterly, within 45 days of fiscal quarter end	Yes No
Statements, reports and notices to stockholders	Within 5 days of delivery	Yes No
SEC filings	Within 5 days after filing with SEC	Yes No
Legal action notices and updates	Promptly	Yes No
409A valuation report	Within 5 days of receipt	Yes No
Summary capitalization table	Within 5 days of material change	Yes No
Board materials	As and when delivered to Board	Yes No
Board minutes	Promptly after Board meetings	Yes No
IP report	At the end of each fiscal quarter	Yes No
Federal tax return	Within 5 days of when filed	Yes No
Bank account statements (with transaction detail)	Within 3 Business Days of each month end and within 3 days of Agent's request	Yes No

Product related material correspondence, reports, documents and other filings	Within 3 Business Days of receipt thereof	Yes No
Copies of Subsequent Round financing documents	Together with Compliance Certificate due after closing of such Subsequent Round	Yes No

Financial Covenants	**Required**	**Complies**
Minimum Liquidity	See Schedule 1 hereto	Yes No
Performance to Plan	See Schedule 1 hereto	Yes No
Leverage	See Schedule 1 hereto	Yes No

Other Covenants	**Required**	**Actual**	**Complies**
Indebtedness owing under credit card facilities	Not to exceed $50,000 at any time	**$**	Yes No
Equipment financing Indebtedness	Not to exceed $25,000 at any time	**$**	Yes No
Repurchases of stock from former employees, officers and directors	Not to exceed $25,000 per fiscal year	**$**	Yes No
Deposits or pledges for bids, tenders, contracts, leases, surety or appeal bonds	Not to exceed $25,000 at any time	**$**	Yes No

Other Matters

Has any Loan Party changed its legal name, jurisdiction of organization or chief executive office? If yes, please complete details below: Yes No

_____

Has there been any change of chief executive officer? If so, please describe appointment of any interim replacement (required within 30 days) or full-time replacement by a candidate with equivalent qualifications: Yes No

_____

Have any new Subsidiaries been formed? If yes, please provide complete schedule below. Yes No

Legal Name of Subsidiary	**Jurisdiction of Organization**	**Holder of Subsidiary Equity Interests**	**Equity Interests Certificated? (Y/N)**	**Jurisdiction**

Have any new Deposit Accounts or Securities Accounts been opened? If yes, please complete schedule below. Yes No

Accountholder	**Deposit Account / Intermediary**	**Address**	**Account Number**	**Account Control Agreement in place? (Y/N)**

Has any Loan Party entered into a Restricted License? If yes, please describe below: Yes No

_____

The following are the exceptions with respect to the certification above: (If no exceptions exist, state "No exceptions to note.")

BORROWER REPRESENTATIVE:

LIGHTS OUT XF, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

APPENDIX 1

FINANCIAL COVENANT CALCULATIONS

[Attached.]

EXHIBIT E

REQUIREMENTS FOR INSURANCE DOCUMENTATION

Contact Information for Insurance Documentation:

A.R.I. AGENT, LLC as collateral agent, and its successors and assigns
First Central Tower
360 Central Avenue
Suite 800 #3832
St. Petersburg, FL 33701
Attention: Zack Ellison

Document Requirements:

DOCUMENT	REQUIREMENT
1. Certificate of Liability Insurance (ACORD FORM 25)	• A.R.I. AGENT, LLC, as collateral agent, and its successors and assigns to be designated as **"Additional Insured"**. • A.R.I. AGENT, LLC name and address to be listed as Certificate Holder.
2. General Liability Endorsement (Additional Insured Endorsement)	• A.R.I. AGENT, LLC, as collateral agent, and its successors and assigns to be named in additional insured endorsement.
3. Evidence of Commercial Property Insurance (ACORD FORM 28)	• All-risk commercial property insurance incurring all of each Loan Party's property • A.R.I. AGENT, LLC, as collateral agent, and its successors and assigns to be designated as **"Lender's Loss Payable,"** with **Lender's Loss Payable** provision designated. • A.R.I. AGENT, LLC, as collateral agent, to be designated in Name and Address of Additional Interest. • Insured locations to include all locations of Loan Parties listed in the Perfection Certificate
4. Commercial Property Endorsement (Lender's Loss Payable Endorsement)	• A.R.I. AGENT, LLC, as collateral agent, and its successors and assigns to be scheduled and designated as "Lender Loss Payable" by endorsement • Lender loss payable clause with stipulation that coverage will not be cancelled without a minimum of 10 days' prior written notice for non-payment of premium, or 30 days for any other cancellation.
5. Collateral Assignment of Key Person Insurance	• A.R.I. AGENT, LLC, as collateral agent, and its successors and assigns to be named as additional beneficiary, pursuant to collateral assignment in form acceptable to Agent.

EXHIBIT F

AUTOMATIC PAYMENT AUTHORIZATION

Effective as of May 13, 2024, **LIGHTS OUT XF, INC.**, a Delaware corporation ("**Borrower Representative**") hereby authorizes **A.R.I. AGENT, LLC**, as administrative agent and collateral agent for Lenders (in such capacities, "**Agent**"), or any affiliate acting on its behalf pursuant to the below referenced Loan Agreement and the bank or financial institution named below to automatically debit through the Automatic Clearing House (ACH) from, and initiate variable debit and/or credit entries to, the deposit, checking or savings accounts as designated below maintained in the name of a Borrower Representative, and to cause electronic funds transfers to an account of Agent to be applied to the payment of any and all amounts due under the Loan and Security Agreement, dated May 13, 2024 (as amended, restated, supplemented or otherwise modified, from time to time, the "**Loan Agreement**"), Borrower Representative, the other borrowers and guarantors from time to time party thereto, the lenders from time to time party thereto (collectively, "**Lenders**"), and Agent, including without limitation, principal, interest, fees, expenses and charges (including Lender Expenses). Capitalized terms not otherwise defined herein, have the meanings given in the Loan Agreement.

This Authorization shall remain in effect until the Loan Agreement has been terminated.

Bank:
Address:

ABA Number:
Account Number:
Account Holder:

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO AUTOMATIC PAYMENT AUTHORIZATION]

This Authorization is executed as of the date set forth above by the undersigned authorized representative of Borrower Representative:

LIGHTS OUT XF, INC., a Delaware corporation

By:_____
Name: _____
Title: _____

EXHIBIT G

FORM OF

SECURED PROMISSORY NOTE

$[_____] **[_____ __], 2024**

FOR VALUE RECEIVED, the undersigned, **LIGHTS OUT XF, INC.**, a Delaware corporation ("**Borrower Representative**"), and each other Person party thereto as a borrower from time to time (collectively, "**Borrowers**", and each, a "**Borrower**"), hereby unconditionally, jointly and severally, promise to pay to [_____] (together with its successors and assigns, the "**Holder**") at the times, in the amounts and at the address set forth in the Loan and Security Agreement, dated as of May 13, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"; capitalized terms used herein without definition have the meanings assigned to such terms in the Loan Agreement), among Borrowers, the Holder, the other lenders from time to time party thereto (collectively, "**Lenders**"), and **A.R.I. AGENT, LLC**, as administrative agent and collateral agent for Lenders (in such capacities, "**Agent**"), the lesser of (i) the principal amount of [_____] Dollars ($[_____]) and (ii) the aggregate outstanding principal amount of Loans made by the Holder to Borrowers according to the terms of Section 2.2 of the Loan Agreement. Borrowers further, jointly and severally, promise to pay interest in accordance with Section 2.3 of the Loan Agreement. In no event shall interest hereunder exceed the maximum rate permitted under applicable law. All payments of principal, interest and any other amounts due shall be made as set forth in Section 2.5 of the Loan Agreement.

The Obligations evidenced by this Secured Promissory Note (as amended, restated, supplemented or otherwise modified from time to time, this "**Note**") are subject to acceleration in accordance with **Section 9.1** of the Loan Agreement. Borrower hereby waives presentment, demand, notice of default or dishonor, notice of payment and nonpayment, protest and all other demands and notices in connection with the execution, delivery, acceptance, performance, default or enforcement of this Note.

This Note is secured by a security interest in the Collateral granted to Agent, for the ratable benefit of Lenders, pursuant to certain other Loan Documents.

The terms of Section 11 are incorporated herein, mutatis mutandis.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO SECURED PROMISSORY NOTE]

IN WITNESS WHEREOF, Borrowers have caused this Note to be duly executed and delivered on the date set forth above by the duly authorized representative of each Borrower.

BORROWERS

LIGHTS OUT XF, INC., a Delaware corporation

By _____
Name: _____
Title: _____

EXHIBIT H

FORM OF ASSIGNMENT AGREEMENT

This Assignment and Acceptance (this "**Assignment and Acceptance**") is dated as of the Effective Date set forth below and is entered into by and between [the][each][1] Assignor identified in item 1 below ([the][each, an] "**Assignor**") and [the][each][2] Assignee identified in item 2 below ([the][each, an] "**Assignee**"). [It is understood and agreed that the rights and obligations of [the Assignors][the Assignees][3] hereunder are several and not joint.][4] Capitalized terms used but not defined herein shall have the meanings given to them in the Loan and Security Agreement identified below (the "**Loan Agreement**"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Acceptance as if set forth herein in full.

For an agreed consideration set forth below as the "**Purchase Price**", [the][each] Assignor hereby irrevocably sells and assigns to [the Assignee][the respective Assignees], and[the][each] Assignee hereby irrevocably purchases and assumes from [the Assignor][the respective Assignors], subject to and in accordance with the Standard Terms and Conditions and the Loan Agreement, as of the Effective Date inserted by Agent as contemplated below (i) all of [the Assignor's][the respective Assignors'] rights and obligations in [its capacity as a Lender][their respective capacities as Lenders] under the Loan Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of [the Assignor][the respective Assignors] under the respective facilities identified below and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of [the Assignor (in its capacity as a Lender)][the respective Assignors (in their respective capacities as Lenders)] against any Person, whether known or unknown, arising under or in connection with the Loan Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by [the][any] Assignor to [the][any] Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as [the][an] "**Assigned Interest**"). Each such sale and assignment is without recourse to [the][any] Assignor and, except as expressly provided in this Assignment and Acceptance, without representation or warranty (express or implied) by [the][any] Assignor.

1. Assignor[s]: _____
2. Assignee[s]: _____ [for each Assignee *identify Lender*]
3. Borrower: LIGHTS OUT XF, INC., A DELAWARE CORPORATION
4. Agent: A.R.I. AGENT, LLC, as the "Agent" under the Loan Agreement.
5. Loan Agreement: Loan and Security Agreement, dated as of May 13, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Borrower and any other borrowers and guarantors from time to time party thereto, the Assignee, (together with any other lenders from time to time party thereto, collectively, "Lenders"), and A.R.I. AGENT, LLC, as administrative agent and collateral agent for Lenders.
6. Loan Assigned Interest:

[1] For bracketed language here and elsewhere in this form relating to the Assignor(s), if the assignment is from a single Assignor, choose the first bracketed language. If the assignment is from multiple Assignors, choose the second bracketed language.

[2] For bracketed language here and elsewhere in this form relating to the Assignee(s), if the assignment is from a single Assignee, choose the first bracketed language. If the assignment is from multiple Assignees, choose the second bracketed language.

[3] Select as appropriate.

[4] Include bracketed language if there are either multiple Assignors or multiple Assignees.

Assignor[s][5]	Assignee[s][6]	Aggregate Amount of Loan for all Lenders	Amount of Loan Assigned	Percentage Assigned of Loan[7]
		$	$	%
		$	$	%
		$	$	%

7. Purchase Price: $

Effective Date: _____, 20__ [TO BE INSERTED BY AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[5] List each Assignor as appropriate
[6] List each Assignee, as appropriate.
[7] Set forth, to at least 9 decimals, as a percentage of the Loan of all Lenders thereunder.

[SIGNATURE PAGE TO ASSIGNMENT AGREEMENT]

The terms set forth in this Assignment Agreement are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: _____
Name:
Title:

ASSIGNEE

[NAME OF ASSIGNEE]

By: _____
Name:
Title:

Consented to and Accepted:
A.R.I. AGENT, LLC, as Agent

By: _____
Name:
Title:

SCHEDULE 1
COMMITMENTS

Term Loan Commitments

Lender	Term Loan Commitment	Commitment Percentage
A.R.I. Senior Secured Growth Credit Fund, LP	$950,000	100.00%
TOTAL	**$950,000**	**100.00%**

SCHEDULE 2

POST-CLOSING DELIVERIES

1. Within thirty (30) days following the Closing Date, Borrowers shall (A) close all of their Collateral Accounts with JPMorgan Chase and its Affiliates (including, without limitation, the account in Borrower Representative's name held at Chase Bank, account number: XXXX-6859) and transfer all funds held therein to one or more newly established Collateral Accounts at or with any other bank, broker or other financial institution approved of by Agent in writing (and upon opening such account(s), provide Agent with a written notice identifying the name and address of each bank or other institution, the name in which the account is held, a description of the purpose of the account, and the complete account number therefor) and (B) deliver to Agent, and Agent shall have received, duly executed signatures to the Account Control Agreement(s) required under Section 6.6(b) with respect to such newly established Collateral Account(s).

2. Within thirty (30) days following the Closing Date, Borrowers shall deliver to Agent, in form and substance satisfactory to Agent, evidence that the key person insurance policies required by Section 6.5(b) have been duly issued by a Key Person Insurer and all premiums thereon then due have been paid in full.

3. Within thirty (30) days following the Closing Date, Borrowers shall deliver to Agent, in form and substance satisfactory to Agent, (i) endorsements issued by each provider of property insurance naming Agent as lenders' loss payable and/or mortgagee, as applicable, (ii) endorsements issued by each provider of general liability insurance naming Agent as additional insured, (iii) endorsements issued by each Key Person Insurer naming Agent as lenders' loss payable and/or (at Agent's sole discretion) a collateral assignment with respect to any key person insurance policy of the Borrowers, and (iv) evidence that each provider of such insurance policies will give Agent thirty (30) days' prior written notice before any such policy shall be cancelled (or ten (10) days' prior written notice in respect of non-payment of policy premium) by endorsement upon the policy issued by the provider of such insurance policies or by independent instruments furnished to Agent, in each case, in form and substance reasonably satisfactory to Agent.

DISBURSEMENT LETTER

[__], 20__

A.R.I. AGENT, LLC
First Central Tower
360 Central Avenue
Suite 800 #3832
St. Petersburg, FL 33701
Attention: Zack Ellison

Ladies and Gentlemen:

Reference is hereby made to the certain Loan and Security Agreement dated as of May 13, 2024 (as amended, restated, supplemented or otherwise modified from time to time the "**Loan Agreement**") among **LIGHTS OUT XF, INC.**, a Delaware corporation, and each borrower from time to time party thereto as (collectively, "**Borrowers**", and each, a "**Borrower**"), the lenders from time to time party thereto (collectively, "**Lenders**"), and **A.R.I. AGENT, LLC**, as administrative agent and collateral agent for Lenders. Capitalized terms used herein but not defined shall have the meanings set forth in the Loan Agreement.

The undersigned, on behalf of Borrower Representative, hereby requests and irrevocably authorizes and directs the proceeds of the [__] Loans to be disbursed as set forth on Schedule I attached hereto and made a part hereof (the "Funds Flow Memorandum"), by wire transfer of funds to the account(s) and payee(s) indicated therein. Borrower Representative acknowledges and agrees that such disbursements are being made strictly on the basis of the information set forth in the Funds Flow Memorandum and in the event such information is inaccurate, Borrower Representative shall be liable for any and all losses, costs, and expenses arising from any inaccuracy in such information and hereby agrees to fully (without offset of any kind) indemnify each of Agent and Lenders from any and all such losses, costs, and expenses.

This letter constitutes a Loan Document. Accordingly, it is subject to the provisions of Section 11 of the Loan Agreement, which are hereby incorporated herein by reference, *mutatis mutandis*. This letter may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one agreement. The words "execution," "signed," "signature" and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this letter by electronic means including by email delivery of a ".pdf" format data file shall be effective as delivery of an original executed counterpart of this letter.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGE TO DISBURSEMENT LETTER]

Very truly yours,

LIGHTS OUT XF, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

SCHEDULE I

FUNDS FLOW MEMORANDUM

Exhibit B

Execution Version

OINDER NO TO LOAN AND SECURITY AGREEMENT

This Joinder No. 1 to Loan and Security Agreement (this "**A ree ent**") is entered into as of December 31, 2024, by and among Lights Out Holdings LLC, a Wyoming limited liability company ("**Li hts O t Ho din s**"), Lights Out Pro LLC, a Wyoming limited liability company ("**Li hts O t Pro**"), Lights Out Sports LLC, a Wyoming limited liability company ("**Li hts O t S orts**"), M250124 LLC, a Wyoming limited liability company ("**M** , and together with Lights Out Holdings, Lights Out Pro and Lights Out Sports, each, a "**New G arantor**" and individually and collectively, jointly and severally, the "**New G arantors**"), and A.R.I. Agent, LLC, in its capacity as administrative agent and collateral agent (in such capacity the "**A ent**").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of May 13, 2024 (as amended by Amendment No. 1 to Loan and Security Agreement, dated as of December 23, 2024, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Loan A ree ent**"), by and among Lights Out XF, INC., a Delaware corporation ("**Borrower Re resentative**") and each other Person (if any) party thereto as a borrower from time to time (collectively, jointly and severally, "**Borrowers**", and each, individually, a "**Borrower**"), the other Loan Parties from time to time party thereto, the lenders from time to time party thereto (collectively, "**Lenders**", and each, a "**Lender**") and the Agent, the Lenders have agreed to make or issue loans and other certain financial accommodations thereunder;

WHEREAS, initially capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement;

WHEREAS, the New Guarantors are required to become parties to the Loan Agreement by, among other things, executing and delivering this Agreement to the Agent; and

WHEREAS, the New Guarantors have determined that the execution, delivery and performance of this Agreement directly benefit, and are within the corporate purposes and in the best interests of, the New Guarantors, by virtue of the financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions of the Loan Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto hereby agrees as follows:

A. By executing and delivering this Agreement, each New Guarantor, as provided in Section 6.11 of the Loan Agreement, hereby agrees to become a party to the Loan Documents as a Guarantor thereunder with the same force and effect as if originally named as a Guarantor therein, and hereby expressly acknowledges, assumes, and agrees to be subject to and bound by the Loan Documents and all duties, obligations, and liabilities of a Guarantor thereunder, and ratifies and reaffirms each provision thereof, including without limitation all of the representations and warranties set forth in Article 5 of the Loan Agreement and all of the financial covenants set forth in Section 6.10 of the Loan Agreement, as applicable to such New Guarantor. Each New Guarantor hereby agrees to be bound on a joint and several basis as a Guarantor for the purposes of the Loan Documents.

B. Each New Guarantor hereby grants and pledges to the Agent a continuing security interest in the Collateral in order to secure prompt repayment of any and all Obligations and to secure prompt performance by the Guarantors of the covenants and duties under the Loan Documents. Such security

interest constitutes a valid, first priority security interest in the presently existing Collateral, and will constitute a valid, first priority security interest in Collateral of after the date hereof. Notwithstanding any termination of this Agreement, Agent's Lien on the Collateral shall remain in effect for so long as any Obligations are outstanding, unless otherwise released by the Agent in accordance with the terms of the Loan Agreement.

C. Each New Guarantor hereby represents and warrants that each of the representations and warranties contained in the Loan Documents applicable to it is true and correct in all material respects (without duplication of any materiality qualifier contained therein) on and as the date hereof as if made on and as of such date.

D. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

E. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YOR .

F. Each party hereto may execute this Agreement by electronic means and recognizes and accepts the use of electronic signatures and records by any other party hereto in connection with the execution and storage hereof.

Balance of Page Intentionally Left Blank

IN WITNESS WHEREOF, EACH NEW GUARANTOR HAS CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED AS OF THE DATE FIRST ABOVE WRITTEN.

NEW GUARANTORS:

LIGHTS OUT HOLDINGS LLC

By: _____
Name: Shawne Merriman
Title: Chief Executive Officer

LIGHTS OUT PRO LLC

By: _____
Name: Shawne Merriman
Title: Chief Executive Officer

LIGHTS OUT SPORTS LLC

By: _____
Name: Shawne Merriman
Title: Chief Executive Officer

M250124 LLC

By: _____
Name: Shawne Merriman
Title: Chief Executive Officer

AGENT:

A.R.I. AGENT, LLC

By: DocuSigned by: Zack Ellison 65F2C1EBF0FE49D...
Name: ack Ellison
Title: Managing Member

Exhibit D

Execution Version

GUARANTY AGREEMENT

This **GUARANTY AGREEMENT** (including all annexes and schedules hereto, as the same may be amended, amended and restated, restated, supplemented, or otherwise modified from time to time, this "Agreement"), dated as of December 31, 2024, by Trust 250124, a Florida trust ("Guarantor"), in favor of A.R.I. AGENT, LLC, as administrative agent and collateral agent for below referenced Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of May 13, 2024 (as amended by that certain Limited Waiver and First Amendment to Loan and Security Agreement, dated as of December 23, 2024, and as the same may be further amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among LIGHTS OUT XF, INC., a Delaware corporation ("Borrower"), the lenders party thereto (collectively, "Lenders", and each, a "Lender"), and Agent, Agent has agreed to make certain extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein (the "Loans");

WHEREAS, Guarantor has agreed to guaranty the Obligations;

WHEREAS, Guarantor will derive substantial direct and indirect benefits from the making of the Loans under the Loan Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Agent and Lenders to make certain Loans and other financial accommodations to the Borrower under the Loan Agreement that the Guarantor shall have executed and delivered this Agreement to Agent and, accordingly, Guarantor desires to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises hereof and to induce Agent and Lenders to make certain Loans and other financial accommodations to the Borrower under the Loan Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by all parties hereto), Guarantor hereby agrees with Agent (acting on behalf of itself and the Lenders) as follows:

ARTICLE I – DEFINED TERMS

Section 1.1 Definitions. Capitalized terms used herein without definition are used as defined in the Loan Agreement or, if not defined therein, as defined in the UCC. The following terms shall have the following meanings:

"Agreement" has the meaning specified in the preamble.

"Fraudulent Transfer Laws" has the meaning set forth in Section 2.2.

"Guaranteed Obligations" has the meaning set forth in Section 2.1.

"Guarantor" has the meaning specified in the preamble.

"Guaranty" means the guaranty of the Guaranteed Obligations made by the Guarantor as set forth in this Agreement.

"Investment Property" means the Equity Interests of any Loan Party, any Subsidiary of any Loan Party, or any Affiliate of any of the foregoing, which are owned or beneficially held by Guarantor.

Section 1.2 Certain Other Terms.

(a) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. References herein to an Annex, Schedule, Article, Section or clause refer to the appropriate Annex or Schedule to, or Article, Section or clause in this Agreement. Where the context requires, provisions relating to any Collateral when used in relation to Guarantor shall refer to Guarantor's Collateral or any relevant part thereof.

(b) Other Interpretive Provisions.

i. Defined Terms. Unless otherwise specified herein or therein, all terms defined in this Agreement shall have the defined meanings set forth in the Loan Agreement or, as applicable, as used in any certificate or other document made or delivered pursuant hereto or thereto.

ii. The Agreement. The words "hereof", "herein", "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

iii. Certain Common Terms. The term "including" is not limiting and means "including without limitation."

iv. Performance; Time. Whenever any performance obligation hereunder shall be stated to be due or required to be satisfied on a day other than a Business Day, such performance shall be made or satisfied on the next succeeding Business Day. In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including"; the words "to" and "until" each mean "to but excluding", and the word "through" means "to and including."

v. Contracts. Unless otherwise expressly provided herein, references to agreements and other contractual instruments, including this Agreement, shall be deemed to include all subsequent amendments, thereto, restatements and substitutions thereof and other modifications and supplements thereto which are in effect from time to time, but only to the extent such amendments and other modifications are not prohibited by the terms of the Loan Agreement.

vi. Laws. References to any statute or regulation are to be construed as including all statutory and regulatory provisions related thereto or consolidating, amending, replacing, supplementing or interpreting the statute or regulation.

ARTICLE II – GUARANTY

Section 2.1 Guaranty. To induce the Agent and Lenders to make certain Loans and other financial accommodations to or for the benefit of the Borrower, Guarantor hereby absolutely, unconditionally, and irrevocably guarantees, as primary obligor and not merely as surety, the full and punctual payment when due, whether at stated maturity or earlier, by reason of acceleration, mandatory prepayment, or otherwise in accordance with the Loan Agreement, of all the Obligations whether existing

on the date hereof or hereinafter incurred, executed, or created (the "Guaranteed Obligations"). This Agreement by Guarantor hereunder constitutes a guaranty of payment and not of collection.

Section 2.2 Limitation of Guaranty. Any term or provision of this Agreement or the Loan Agreement to the contrary notwithstanding, the maximum aggregate amount for which Guarantor shall be liable hereunder shall not exceed the maximum amount for which Guarantor can be liable without rendering this Agreement or the Loan Agreement, as it relates to Guarantor, subject to avoidance under applicable requirements of applicable law relating to (a) fraudulent conveyance or fraudulent transfer (including the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act and Section 548 of title 11 of the United States Code or any applicable provisions of comparable Requirements of Law) (collectively, "Fraudulent Transfer Laws") or (b) usury. Any analysis of the provisions of this Agreement for purposes of Fraudulent Transfer Laws shall take into account the right of contribution established in Section 2.3 and, for purposes of such analysis, give effect to any discharge of intercompany debt as a result of any payment made under the Guaranty.

Section 2.3 Contribution. To the extent that Guarantor shall be required hereunder to pay any portion of any Guaranteed Obligation exceeding the greater of (a) the amount of the value actually received by Guarantor from the Loans and other Obligations and (b) the amount Guarantor would otherwise have paid if Guarantor had paid the aggregate amount of the Guaranteed Obligations in the same proportion as Guarantor's net worth on the date enforcement is sought hereunder bearing to the aggregate net worth of the Guarantor on such date, then Guarantor shall be reimbursed by Borrower and any other guarantors for the amount of such excess, pro rata, based on the respective net worth of Borrower and such other guarantors on such date.

Section 2.4 Authorization; Other Agreements. Agent is hereby authorized by Guarantor, without notice to, or demand upon, Guarantor and without discharging or otherwise affecting the obligations of Guarantor hereunder and without incurring any liability hereunder, from time to time, to do each of the following:

(a) subject to compliance, if applicable, with the Loan Agreement, (i) with Borrower's consent, modify, amend, supplement, or otherwise change any of the terms of the Loan Agreement, (ii) accelerate or otherwise change the time of any payment under the Loan Agreement, or (iii) waive or otherwise consent to noncompliance with, any Guaranteed Obligation or the Loan Agreement;

(b) apply to the Guaranteed Obligations any sums by whomever paid or however realized to any Guaranteed Obligation in such order as provided in the Loan Agreement;

(c) refund at any time any payment received by Agent in respect of any Guaranteed Obligation;

(d) (i) sell, exchange, enforce, waive, substitute, liquidate, terminate, release, abandon, fail to perfect, subordinate, accept, substitute, surrender, exchange, affect, impair, or otherwise alter or release any Collateral for any Guaranteed Obligation or any other guaranty therefor in any manner, (ii) receive, take, and hold additional Collateral to secure any Guaranteed Obligation, (iii) add, release, or substitute any one or more other guarantors, makers, or endorsers of any Guaranteed Obligation or any part thereof, and (iv) otherwise deal in any manner with the Borrower or any other guarantor, maker or endorser of any Guaranteed Obligation or any part thereof; and

(e) settle, release, compromise, collect, or otherwise liquidate the Guaranteed Obligations.

Section 2.5 Guaranty Absolute and Unconditional. Guarantor hereby waives and agrees not to assert any defense, whether arising in connection with, or in respect of, any of the following or otherwise,

and hereby agrees that its obligations under this Agreement are irrevocable, absolute, and unconditional and shall not be discharged as a result of, or otherwise affected by, any of the following (which may not be pleaded and evidence of which may not be introduced in any proceeding with respect to this Agreement, in each case except as otherwise agreed in writing by Agent, in its sole discretion):

(a) the invalidity or unenforceability of any obligation of Borrower or Guarantor under the Loan Agreement or any other agreement or instrument relating thereto (including any amendment, consent, or waiver thereto), or any security for, or other guaranty of, any Guaranteed Obligation or any part thereof, or the lack of perfection or continuing perfection or failure of priority of any security for the Guaranteed Obligations or any part thereof;

(b) the absence of (i) any attempt to collect any Guaranteed Obligation or any part thereof from Borrower or Guarantor or other action to enforce the same or (ii) any action permitted under the Loan Agreement or applicable law to enforce the Loan Agreement or any lien granted thereunder;

(c) the failure by any or any other natural person, corporation, company or other legal entity to take any steps to perfect and maintain any lien on, or to preserve any rights with respect to, any Collateral;

(d) any workout, insolvency, bankruptcy proceeding, reorganization, arrangement, liquidation, or dissolution by or against Borrower, Guarantor, or any other natural person, corporation, company or other legal entity or any procedure, agreement, order, stipulation, election, action, or omission thereunder, including any discharge or disallowance of, or bar or stay against collecting, any Guaranteed Obligation (or any interest thereon) in or as a result of any such proceeding;

(e) any foreclosure, whether or not through judicial sale, and any other sale or other disposition of any Collateral or any election following the occurrence of an Event of Default, by Agent to proceed separately against any Collateral in accordance with Agent's rights under any applicable requirement of law; or

(f) any other defense, setoff, counterclaim, or any other circumstance that might otherwise constitute a legal or equitable discharge of Borrower or Guarantor, in each case, other than the payment in full of the Guaranteed Obligations (other than contingent indemnification obligations for which no claim has been made).

Section 2.6 Waivers. Guarantor hereby unconditionally and irrevocably waives and agrees not to assert any claim, defense, setoff, or counterclaim based on diligence, promptness, presentment, requirements for any demand, or notice hereunder, including any of the following: (a) any demand for payment or performance and protest and notice of protest; (b) any notice of acceptance; (c) any presentment, demand, protest, or further notice or other requirements of any kind with respect to any Guaranteed Obligation (including any accrued but unpaid interest thereon) becoming immediately due and payable; and (d) any other notice in respect of any Guaranteed Obligation or any part thereof, and any defense arising by reason of any disability or other defense of Borrower or Guarantor. Guarantor further unconditionally and irrevocably agrees not to, until payment in full of the Obligations (other than contingent indemnification obligations for which no claim has been made) and termination of the Loan Agreement, (x) enforce or otherwise exercise any right of subrogation or any right of reimbursement or contribution or similar right against Borrower or Guarantor by reason of the Loan Agreement or any payment made thereunder or (y) assert any claim, defense, setoff, or counterclaim it may have against any Borrower or any other guarantor or set off any of its obligations to Borrower or any such other guarantors against obligations of Borrower or any such other guarantors to Guarantor. No obligation of Guarantor hereunder shall be discharged other than by complete performance hereunder. Guarantor further waives any right Guarantor may have under any applicable requirement of law to require Agent to seek recourse first against Borrower, any other

guarantor, or any other natural person, corporation, company or other legal entity, or to realize upon any Collateral for any of the Obligations, as a condition precedent to enforcing Guarantor's liability and obligations under this Agreement.

Section 2.7 Reliance. Guarantor hereby assumes responsibility for keeping itself informed of the financial condition of the Borrower, and any other guarantor, maker, or endorser of any Guaranteed Obligation or any part thereof, and of all other circumstances bearing upon the risk of nonpayment of any Guaranteed Obligation or any part thereof that diligent inquiry would reveal, and Guarantor hereby agrees that Agent shall not have any duty to advise Guarantor of information known to it regarding such condition or any such circumstances. In the event Agent, in its sole discretion, undertakes at any time or from time to time to provide any such information to Guarantor, Agent shall be under no obligation to (a) undertake any investigation not a part of its regular business routine, (b) disclose any information that Agent, pursuant to accepted or reasonable commercial finance, or banking practices, wishes to maintain confidential, or (c) make any future disclosures of such information or any other information to Guarantor.

Section 2.8 Subordination. Guarantor hereby subordinates the payment of all obligations and indebtedness of the Borrower owing to Guarantor, whether now existing or hereafter arising, including, but not limited to any obligation of the Borrower to Guarantor as subrogee of Agent or resulting from Guarantor's performance under this Agreement, to the indefeasible payment in full, in cash, of all Guaranteed Obligations (other than contingent indemnification obligations for which no claim has been made); provided, that this Section 2.8 shall not prohibit any payment between or among Borrower and Guarantor, to the extent such payment is permitted by the Loan Agreement. If the Agent so requests, so long as not otherwise prohibited by the Loan Agreement, any such obligation or indebtedness of the Borrower to Guarantor shall be enforced and performance received by the applicable Guarantor as trustee for the Agent and the proceeds thereof shall be paid over to Agent on account of the Guaranteed Obligations, but without reducing or affecting in any manner the liability of Guarantor under this Agreement.

ARTICLE III – MISCELLANEOUS

Section 3.1 Limited Liability. Agent shall not be liable for any failure to demand, collect, or realize upon any Guaranteed Obligation or for any delay in doing so or shall be under any obligation to take any action with respect to the Guaranteed Obligations upon the request of Guarantor or any other natural person, corporation, company or other legal entity or to take any other action whatsoever with regard to any Guaranteed Obligation. The powers conferred to Agent hereunder shall not impose any duty upon Agent to exercise any such powers, and Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees, or agents shall be responsible to Guarantor for any act or failure to act hereunder.

Section 3.2 Reinstatement. Guarantor agrees that, if any payment made by Borrower, Guarantor, any other guarantor, or any other natural person, corporation, company or other legal entity and applied to any Guaranteed Obligation is at any time annulled, avoided, set aside, rescinded, invalidated, declared to be fraudulent, or preferential or otherwise required to be refunded or repaid, or the proceeds of any such payment are required to be returned by Agent to any such person or party, its estate, trustee, receiver, or any other party, including Guarantor, under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or repayment, such Guaranteed Obligation and any lien or other Collateral securing such liability shall be and remain in full force and effect, as fully as if such payment had never been made. If, prior to any of the foregoing, (a) any Guaranteed Obligation or any lien or other Collateral securing Guarantor's liability hereunder or under the Loan Agreement shall have been released or terminated by virtue of the foregoing or (b) any provision of the Loan Agreement or this Agreement shall have been terminated, cancelled, or surrendered, such Guaranteed Obligation, lien, other Collateral, or provision shall be reinstated in full force and effect and such prior release, termination,

cancellation, or surrender shall not diminish, release, discharge, impair, or otherwise affect the obligations of Guarantor in respect of any lien or other Collateral securing such obligation or the amount of such payment.

Section 3.3 Release of Guarantees. Pursuant to the terms and conditions of the Loan Agreement, Guarantor shall be released from its obligations hereunder upon payment and satisfaction in full, in cash, in immediately available funds of all of the Loans and all other Obligations (other than contingent indemnification obligations for which no claim has been made). All releases, discharges, and any other documentation or action requested of Agent by Guarantor in connection with this Section 3.3 shall be at Guarantor's sole expense.

Section 3.4 Independent Obligations. The obligations of Guarantor hereunder are independent of and separate from the Guaranteed Obligations. If (a) any Guaranteed Obligation is not paid when due or (b) upon any Event of Default, Agent may, at its sole election, proceed directly and at once, without notice, against Guarantor to collect and recover the full amount of any Guaranteed Obligation then due, without first proceeding against Borrower, any other guarantor, or any Collateral and without first joining Borrower or any other guarantor in any proceeding.

Section 3.5 No Waiver by Course of Conduct. Agent shall not, by any act (except by a written instrument pursuant to Section 3.6), delay, indulgence, omission, or otherwise, be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of Agent, any right, power, or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power, or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. A waiver by Agent of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that Agent or any Lender would otherwise have on any future occasion.

Section 3.6 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented, or otherwise modified, except in writing signed by Guarantor and Agent and otherwise in accordance with Section 12.8 of the Loan Agreement.

Section 3.7 Miscellaneous. The covenants, terms and conditions set forth in Sections 10, 11, 12.1, 12.2(a), 12.3 through and including 12.17, and 13 of the Loan Agreement are hereby incorporated herein by reference, *mutatis mutandis*, and shall apply hereto as if made herein by Guarantor, being applicable to and binding upon Guarantor, with references in such Sections to "Borrower(s)", "Guarantor(s)", or "Loan Party(ies)" replaced with and read herein as Guarantor (to the extent applicable to natural persons).

ARTICLE IV – SECURITY AND COLLATERAL

Section 4.1 Security Interest; Collateral. Guarantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration, or otherwise) of the Guaranteed Obligations and its other obligations hereunder, hereby mortgages, pledges, and hypothecates to Agent (for the ratable benefit of itself and the Lenders) and grants to Agent (for the ratable benefit of itself and the Lenders) a lien on, and continuing security interest in, all of its right, title, and interest in, to, and under the collateral of Guarantor described on Schedule A hereto (the "Guarantor Collateral"); provided, however, that notwithstanding the foregoing, no lien or security interest is hereby granted on any property upon which such grant would be prohibited by applicable laws (such property, "Excluded Property"); provided, further, that if and when any property shall cease to be Excluded Property, a lien on, and security interest in, such property shall be deemed automatically granted and attached therein.

Section 4.2 Rights and Remedies. Guarantor hereby accepts and agrees that Agent may, at its sole discretion, exercise all rights and remedies available to it under the UCC or any other applicable law in connection with any enforcement of its rights hereunder, including, without limitation, those rights and remedies set forth in Sections 4 and 9 of the Loan Agreement (which are incorporated herein by reference, *mutatis mutandis*), but applied herein and made applicable to and binding upon Guarantor, with references in such Sections to "Borrower(s)", "Guarantor(s)", or "Loan Party(ies)" replaced with and read herein as Guarantor (to the extent applicable to natural persons and the Guarantor Collateral). Notwithstanding anything set forth in this Agreement or the Loan Agreement to the contrary, upon the occurrence of any Event of Default set forth in Section 8 of the Loan Agreement or the breach of any covenant contained herein, Agent may, at its sole and absolute discretion, take such actions as it deems necessary (including, without limitation, the filing of mortgages and other liens on the Guarantor Collateral and any other acts or actions incidental thereto) in order to preserve and protect its first priority security interest in and to the Guarantor Collateral, which shall all be at Guarantor's sole expense.

(a) *Pledged Collateral*. Upon the occurrence of any Event of Default set forth in Section 8 of the Loan Agreement or the breach of any covenant contained herein, (i) Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Investment Property and make application thereof to the Guaranteed Obligations and (ii) any and all of such Investment Property shall be registered in the name of the Agent or its nominee, and the Agent or its nominee may thereafter exercise (x) all voting, corporate and other rights pertaining to such Investment Property at any meeting of shareholders or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Investment Property as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of any such Investment Property upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate or other organizational structure, or upon the exercise by the Agent of any right, privilege or option pertaining to such Investment Property, and in connection therewith, the right to deposit and deliver any and all of such Investment Property with any committee, depositary, transfer agent, registrar or other designated agency upon such terms and conditions as the Agent may determine), all without liability except to account for property actually received by it, but the Agent shall have no duty to Guarantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing. In order to permit Agent to exercise the voting and consensual rights to which it may be entitled hereunder and to receive all dividends and other distributions to which it may be entitled to receive hereunder, Guarantor shall promptly execute and deliver to Agent all such proxies, dividend payment orders and other instruments as Agent may from time to time reasonably request, and without limiting the foregoing, Guarantor hereby grants to Agent an **IRREVOCABLE** proxy to exercise the voting rights applicable to such Investment Property and to exercise all other rights, powers, privileges and remedies to which a holder of the Investment Property would be entitled, which proxy shall only be effective, automatically, upon an Event of Default.

(b) Guarantor hereby authorizes and instructs each issuer of any Investment Property pledged by Guarantor hereunder to (i) comply with any instruction received by it from the Agent in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from Guarantor, and Guarantor agrees that each issuer shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Investment Property directly to the Agent.

(c) Unless an Event of Default shall have occurred and be continuing and Agent shall have given written notice to Guarantor of Agent's intent to exercise its corresponding rights hereunder, Guarantor shall be permitted to receive all cash dividends paid in respect of the Investment Property to the extent not prohibited by the Loan Agreement, and to exercise all voting and corporate or other organizational rights

with respect to the Investment Property; provided, however, that no vote shall be cast or corporate or other organizational right exercised or other action taken that would be inconsistent with or result in any violation of any provision of the Loan Agreement, this Agreement or any other Loan Document.

(d) Guarantor hereby **IRREVOCABLY** constitutes and appoints Agent, and any officer or agent of Agent or any of its Affiliates, with full power of substitution, as its true and lawful attorney-in-fact with full, **IRREVOCABLE** power and authority in the place and stead of Guarantor and in the name of Guarantor or in its own name, from time to time at Agent's sole and absolute discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement.

ARTICLE V – ADDITIONAL REPRESENTATIONS, WARRANTIES, AND COVENANTS

Section 5.1 Representations and Warranties. In addition to those representations and warranties adopted and given by Guarantor in Section 3.7 above, Guarantor hereby represents and warrants to Lender that, as of even date hereof: (x) Schedule A attached hereto sets forth a full, complete, accurate, and comprehensive detailed list of all of Guarantor's Collateral, (y) Guarantor is the sole and exclusive owner of all of the Collateral listed on Schedule A attached hereto, and (y) none of Guarantor's Collateral is subject to any liens or other encumbrances other than those listed on Schedule B attached hereto.

Section 5.2 Affirmative Covenants. In addition to the other covenants set forth herein, Guarantor agrees to be bound by the terms and conditions set forth in Sections 6.4 (in respect of (a) tax returns and reports after giving effect to any extensions applied for and (b) taxes in excess of $10,000), 6.8, and 6.16 of the Loan Agreement (which are incorporated herein by reference, *mutatis mutandis*), which Sections shall be applied herein and made applicable to and binding upon Guarantor, with references in such Sections to "Borrower(s)", "Guarantor(s)", or "Loan Party(ies)" replaced with and read herein as Guarantor (to the extent applicable to natural persons).

Section 5.3 Negative Covenants. In addition to the other covenants set forth herein, Guarantor agrees:

(a) *Liens*. Not to create, incur, allow, or suffer any Lien on any of the Guarantor Collateral, except for Permitted Liens, or otherwise permit any Guarantor Collateral not to be subject to the first priority security interest granted herein, except in connection with Permitted Liens permitted to have priority over Agent's Lien, in each case, without the prior consent of Agent; and

(b) *Dispositions*. Not to Transfer any Guarantor Collateral, except pursuant to a Permitted Transfer, without the prior consent of Agent.

[*remainder of page left intentionally blank, signature pages follow*]

IN WITNESS WHEREOF, the undersigned has caused this Guaranty Agreement to be duly executed and delivered as of the date first written above.

Trust 250124,
as Guarantor

By: _____
Name: Shawne Merriman
Title: Trustee
Date: 12/31/24

ACCEPTED AND AGREED TO
as of the date first above written:

A.R.I. AGENT, LLC,
as Agent

DocuSigned by:
By: _____
65F2C1EBF0FF49D...
Name: Zack Ellison
Title: Managing Member

SCHEDULE A

List of Guarantor's Collateral

1. Investment Property
2. All products and proceeds of the foregoing

Docusign Envelope ID: 43E8C767-652D-4C96-A02C-43180A9703BE

SCHEDULE B

List of Liens on Guarantor's Collateral

None.

Exhibit F

Execution Version

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "**A ree ent**") is entered into as of December 31, 2024, among **LIGHTS OUT HOLDINGS LLC**, a Wyoming limited liability company (the "**Grantor**") and **A R I AGENT, LLC**, as administrative agent and collateral agent for the Lenders (in such capacity, "**A ent**").

RECITALS

WHEREAS, Grantor is party to that certain Loan and Security Agreement, dated as of May 13, 2024 (as amended by Amendment No. 1 to Loan and Security Agreement, dated as of December 23, 2024, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Loan A ree ent**"), by and among Lights Out XF, Inc., a Delaware corporation ("**Borrower Re resentative**") and each other Person (if any) party thereto as a borrower from time to time (collectively, jointly and severally, "**Borrowers**", and each, individually, a "**Borrower**"), Grantor, as a Guarantor, the other Loan Parties from time to time party thereto, the lenders from time to time party thereto (collectively, "**Lenders**", and each, a "**Lender**") and the Agent, the Lenders have agreed to make or issue loans and other certain financial accommodations thereunder. Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

WHEREAS, the Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor's Intellectual Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, the Grantor and Agent hereby agree:

1. To secure the Obligations, the Grantor grants Agent a security interest in all of Grantor's right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor's copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which such Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words "execution," "signed," "signature" and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a ".pdf" format data file shall be effective as delivery of an original executed counterpart of this Agreement.

5. This Agreement constitutes a Loan Document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLAN]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

2877 Paradise Rd., Unit 406
Las Vegas, NV 89109
Attention: Shawne Merriman
Email: shawne@lightsoutbrand.com

GRANTOR:

LIGHTS OUT HOLDINGS LLC

By_____
Name: Shawne Merriman
Title: Chief Executive Officer

Address of Agent:

First Central Tower
360 Central Avenue Suite 800 #3832
St. Petersburg, FL 33701
Attention: Zack Ellison
Email: zellison@arivc.com

AGENT:

A.R.I. AGENT, LLC

DocuSigned by:
By: Zack Ellison
65F2C1EBF0EF49D...
Name: Zack Ellison
Title: Managing Member

Execution Version

EXHIBIT A

COPYRIGHTS

OWNER	DESCRIPTION	REGISTRATION NUMBER	REGISTRATION DATE
LIGHTS OUT HOLDINGS LLC	Photographs of Birthday Celebration.	Vau001006116	11/20/09

EXHIBIT B

PATENTS

OWNER	DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE

EXHIBIT C

TRADEMAR S

OWNER	DESCRIPTION	SERIAL/ REGISTRATION NUMBER	APPLICATION/REGISTRATION DATE
LIGHTS OUT HOLDINGS LLC	LIGHTS OUT	77163746/4242170	11/13/12
LIGHTS OUT HOLDINGS LLC	LIGHTS OUT SPORTS TV	98701781	8/16/24
LIGHTS OUT HOLDINGS LLC	LIGHTS ON	77163743/3966565	5/24/11
LIGHTS OUT HOLDINGS LLC	LIGHTS OUT	86888080/5868683	9/24/19
LIGHTS OUT HOLDINGS LLC	LIGHTS OUT	85289437/4667833	1/6/15
LIGHTS OUT HOLDINGS LLC	THE ULTIMATE FAN ONE	98701784	8/16/24
LIGHTS OUT HOLDINGS LLC	LIGHTS OUT	77981840/3990916	7/5/11
LIGHTS OUT HOLDINGS LLC	XX	87434898/5635569	12/25/18
LIGHTS OUT HOLDINGS LLC	LIGHTS OUT	86743803/5448892	4/17/18
LIGHTS OUT HOLDINGS LLC	LIGHTS OUT	78213141/2885212	9/14/04

Exhibit G

UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JANUARY 13, 2025

PTAS

JOANNA MCCALL
1025 CONNECTICUT AVE NW, SUITE 712
COGENCY GLOBAL INC.
WASHINGTON, DC 20036

900912084

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 01/09/2025

REEL/FRAME: 8710/0511
NUMBER OF PAGES: 8

BRIEF: SECURITY INTEREST

DOCKET NUMBER: 2620594 JM

ASSIGNOR:
LIGHTS OUT HOLDINGS LLC

DOC DATE: 12/31/2024
CITIZENSHIP: WYOMING
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNEE:
A.R.I. AGENT, LLC

360 CENTRAL AVE., SUITE 800 #3832
ST. PETERSBURG, FLORIDA 33701

CITIZENSHIP: DELAWARE
ENTITY: LIMITED LIABILITY COMPANY

SERIAL NUMBER: 77163743
REGISTRATION NUMBER: 3966565
MARK: LIGHTS ON
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 04/24/2007
REGISTRATION DATE: 05/24/2011

SERIAL NUMBER: 77163746
REGISTRATION NUMBER: 4242170
MARK: LIGHTS OUT
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 04/24/2007
REGISTRATION DATE: 11/13/2012

SERIAL NUMBER: 77981840 FILING DATE: 04/24/2007
REGISTRATION NUMBER: 3990916 REGISTRATION DATE: 07/05/2011
MARK: LIGHTS OUT
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 78213141 FILING DATE: 02/10/2003
REGISTRATION NUMBER: 2885212 REGISTRATION DATE: 09/14/2004
MARK: LIGHTS OUT
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 85289437 FILING DATE: 04/07/2011
REGISTRATION NUMBER: 4667833 REGISTRATION DATE: 01/06/2015
MARK: LIGHTS OUT
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 86743803 FILING DATE: 09/01/2015
REGISTRATION NUMBER: 5448892 REGISTRATION DATE: 04/17/2018
MARK: LIGHTS OUT
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 86888080 FILING DATE: 01/27/2016
REGISTRATION NUMBER: 5868683 REGISTRATION DATE: 09/24/2019
MARK: LIGHTS OUT
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 87434898 FILING DATE: 05/03/2017
REGISTRATION NUMBER: 5635569 REGISTRATION DATE: 12/25/2018
MARK: XX
DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S) /NUMBER(S)

SERIAL NUMBER: 98701781 FILING DATE: 08/16/2024
REGISTRATION NUMBER: REGISTRATION DATE:
MARK: LIGHTS OUT SPORTS TV
DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 98701784 FILING DATE: 08/16/2024
REGISTRATION NUMBER: REGISTRATION DATE:
MARK: THE ULTIMATE FAN ZONE
DRAWING TYPE: STANDARD CHARACTER MARK

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK ASSIGNMENT COVER SHEET

Assignment ID: 742860

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LIGHTS OUT HOLDINGS LLC		12/31/2024	Limited Liability Company: WYOMING

RECEIVING PARTY DATA

Name:	A.R.I. Agent, LLC
Street Address:	360 Central Ave., Suite 800 #3832,
City:	St. Petersburg
State/Country:	FLORIDA, UNITED STATES
Postal Code:	33701
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4242170	LIGHTS OUT
Serial Number:	98701781	LIGHTS OUT SPORTS TV
Registration Number:	3966565	LIGHTS ON
Registration Number:	5868683	LIGHTS OUT
Registration Number:	4667833	LIGHTS OUT
Serial Number:	98701784	THE ULTIMATE FAN ZONE
Registration Number:	3990916	LIGHTS OUT
Registration Number:	5635569	XX
Registration Number:	5448892	LIGHTS OUT
Registration Number:	2885212	LIGHTS OUT

CORRESPONDENCE DATA

Phone: 2023704750
Email: ipteam@cogencyglobal.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Joanna McCall
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2620594 JM

NAME OF SUBMITTER:	Joanna McCall
Signature:	Joanna McCall
Date:	01/09/2025

TOTAL ATTACHMENTS: 1

source= 2620594 ARI_-_Lights_Out_-_IP_Security_Agreement_[Executed].pdf

RECEIPT INFORMATION

Assignment ID: 742860
Receipt Date: 01/09/2025
Fee Amount: $265.00

Execution Version

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**") is entered into as of December 31, 2024, among **LIGHTS OUT HOLDINGS LLC**, a Wyoming limited liability company (the "**Grantor**") and **A.R.I. AGENT, LLC**, as administrative agent and collateral agent for the Lenders (in such capacity, "**Agent**").

RECITALS

WHEREAS, Grantor is party to that certain Loan and Security Agreement, dated as of May 13, 2024 (as amended by Amendment No. 1 to Loan and Security Agreement, dated as of December 23, 2024, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), by and among Lights Out XF, Inc., a Delaware corporation ("**Borrower Representative**") and each other Person (if any) party thereto as a borrower from time to time (collectively, jointly and severally, "**Borrowers**", and each, individually, a "**Borrower**"), Grantor, as a Guarantor, the other Loan Parties from time to time party thereto, the lenders from time to time party thereto (collectively, "**Lenders**", and each, a "**Lender**") and the Agent, the Lenders have agreed to make or issue loans and other certain financial accommodations thereunder. Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

WHEREAS, the Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor's Intellectual Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, the Grantor and Agent hereby agree:

1. To secure the Obligations, the Grantor grants Agent a security interest in all of Grantor's right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor's copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which such Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words "execution," "signed," "signature" and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a ".pdf" format data file shall be effective as delivery of an original executed counterpart of this Agreement.

5. This Agreement constitutes a Loan Document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

2877 Paradise Rd., Unit 406
Las Vegas, NV 89109
Attention: Shawne Merriman
Email: shawne@lightsoutbrand.com

GRANTOR:

LIGHTS OUT HOLDINGS LLC

By_____
Name: Shawne Merriman
Title: Chief Executive Officer

Address of Agent:

First Central Tower
360 Central Avenue Suite 800 #3832
St. Petersburg, FL 33701
Attention: Zack Ellison
Email: zellison@arivc.com

AGENT:

A.R.I. AGENT, LLC

DocuSigned by:
By: Zack Ellison
65F2C1EBF0EF49D...
Name: Zack Ellison
Title: Managing Member

Docusign Envelope ID: 43E8C767-652D-4C96-A02C-43180A9703BE

EXHIBIT A

COPYRIGHTS

OWNER	DESCRIPTION	REGISTRATION NUMBER	REGISTRATION DATE
LIGHTS OUT HOLDINGS LLC	Photographs of Birthday Celebration.	Vau001006116	11/20/09

EXHIBIT B

PATENTS

OWNER	DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE

EXHIBIT C

TRADEMARKS

OWNER	DESCRIPTION	SERIAL/ REGISTRATION NUMBER	APPLICATION/REGISTRATION DATE
LIGHTS OUT HOLDINGS LLC	LIGHTS OUT	77163746/4242170	11/13/12
LIGHTS OUT HOLDINGS LLC	LIGHTS OUT SPORTS TV	98701781	8/16/24
LIGHTS OUT HOLDINGS LLC	LIGHTS ON	77163743/3966565	5/24/11
LIGHTS OUT HOLDINGS LLC	LIGHTS OUT	86888080/5868683	9/24/19
LIGHTS OUT HOLDINGS LLC	LIGHTS OUT	85289437/4667833	1/6/15
LIGHTS OUT HOLDINGS LLC	THE ULTIMATE FAN ZONE	98701784	8/16/24
LIGHTS OUT HOLDINGS LLC	LIGHTS OUT	77981840/3990916	7/5/11
LIGHTS OUT HOLDINGS LLC	XX	87434898/5635569	12/25/18
LIGHTS OUT HOLDINGS LLC	LIGHTS OUT	86743803/5448892	4/17/18
LIGHTS OUT HOLDINGS LLC	LIGHTS OUT	78213141/2885212	9/14/04

Exhibit J

NEWMEN LAW
2107 N. BROADWAY, STE. 104
SANTA ANA, CA 92706
KAVEH@NEWMENLAW.COM
OFFICE@NEWMENLAW.COM
TELEPHONE: 714.822-1562
FAX: 714.541-1115

VIA EMAIL TO:

shawne@lightsoutbrand.com
Charles.Charpentier@troutman.com
bwiles@prosperalaw.com
zellison@arivc.com

February 15, 2026

Shawne Merriman, Individually and as Personal Guarantor

CEO, Lights Out Xtreme Fighting, LLC

and Lights Out XF, Inc.

2877 Paradise Road

Las Vegas, NV 89109

Lights Out Xtreme Fighting, LLC

and Lights Out XF, Inc. (d/b/a Lights Out Xtreme Fighting)

Re: **Formal Demand for Immediate Payment and Notice of Enforcement — Loan Agreement Dated November 7, 2025; UCC-1 Financing Statement Filed in Delaware on January 6, 2026**

Dear Mr. Merriman:

This firm represents Trident Marketing & Development Consulting, LLC and its principal, Nader H. Sobh (collectively, "Lender") in connection with your obligations under the 45-Day Loan Summary & Personal Guarantee dated November 7, 2025 (the "Agreement"). This letter constitutes a formal demand for immediate payment and notice of Lender's intent to exercise all contractual and statutory remedies available, including but not limited to enforcement of its perfected security interest under the Uniform Commercial Code.

BACKGROUND AND DEFAULT

On or about November 7, 2025, Lights Out Xtreme Fighting, LLC ("Borrower") executed the Agreement with Lender for a short-term working-capital loan in the principal amount of $50,000.00, with a total contractual repayment obligation of $60,000.00, due no later than December 22, 2025 (the "Maturity Date"). You, Shawne Merriman, personally guaranteed this obligation in your individual capacity, pledging assets and income sources sufficient to satisfy the loan.

Lender is aware that the Agreement was executed under the name "Lights Out Xtreme Fighting, LLC," but that the actual operating entity conducting business under the Lights Out Xtreme Fighting brand is Lights Out XF, Inc., a Delaware corporation. To the extent you have used multiple entity names interchangeably, commingled assets, or failed to observe corporate formalities, Lender expressly reserves the right to pursue alter ego, veil-piercing, successor liability, and any other equitable theories to hold both entities—and you personally—fully liable for all amounts owed.

The Maturity Date has passed. No payment has been received. Borrower and Guarantor are in default under the Agreement. Following default, Borrower proposed a workout arrangement of $10,000 per week. That proposal has not been honored, and no payments have been made under that arrangement or otherwise. Lender's willingness to discuss a workout does not constitute a waiver of any rights, and Lender has at no time agreed to extend the Maturity Date or modify the terms of the Agreement.

AMOUNT DUE AND OWING

Pursuant to Sections 7.1 and 7.2 of the Agreement, the following amounts are now due and payable:

- Principal and Loan Fee: $60,000.00
- Late Fee (5% per Section 7.1): $3,000.00
- Continuing Default Charge — First 30-Day Period (Dec. 22, 2025 – Jan. 20, 2026): 4% of $63,000.00 = $2,520.00
- Continuing Default Charge — Second 30-Day Period (Jan. 21, 2026 – Feb. 19, 2026): 4% of $65,520.00 = $2,620.80
- Attorneys' fees, enforcement costs, and collection expenses as allowed by contract and applicable law

Total Currently Due (Minimum): $68,140.80, plus continuing accruals of 4% per 30-day period (or portion thereof) and all costs of enforcement, including reasonable attorneys' fees.

PERFECTED SECURITY INTEREST AND ASSIGNMENT OF RECEIVABLES

Under Section 6 of the Agreement, the loan is secured by all accounts receivable, ticket sales, sponsorship revenue, streaming rights, and intellectual property related to Lights Out Xtreme Fighting events. Under Section 4.1, Borrower conditionally assigned to Lender all rights, title, and interest in event ticket revenues, gate receipts, pay-per-view proceeds, and sponsorship payments (the "Assigned Revenues").

On January 6, 2026, Lender filed a UCC-1 Financing Statement in the State of Delaware against Lights Out XF, Inc., covering accounts receivable, ticket sales, sponsorships, and broadcast/streaming revenues, thereby perfecting its security interest in the collateral.

ACTIVATION OF CONDITIONAL ASSIGNMENT — TRIGGER EVENT

Pursuant to Section 4.1(b) of the Agreement, a "Trigger Event" has occurred by virtue of Borrower's failure to repay the full Repayment Amount by the Maturity Date. **The conditional assignment of Assigned Revenues is now absolute, irrevocable, and fully enforceable** without the need for any further action by Borrower. (Agreement, § 4.1(d).)

Under Section 4.1(c), Lender now has the immediate right, without further notice or consent, to direct all sponsors, ticketing platforms, and broadcast partners to deposit all future Assigned Revenues into a Lender-controlled escrow account. Borrower's irrevocable authorization for Lender to issue such notices is expressly set forth in the Agreement.

Lender is aware of the upcoming Lights Out event scheduled for February 7, 2026, with ticket sales being processed through Purplepass and media rights distributed through UFC Fight Pass. Lender is prepared to immediately issue UCC Article 9 notices of assignment to Purplepass, UFC Fight Pass, and any other third-party payors to redirect all event revenues to Lender's designated account in partial satisfaction of the outstanding debt.

DEMAND FOR IMMEDIATE PAYMENT

Demand is hereby made that Borrower, Guarantor, and all related entities (including Lights Out XF, Inc.) remit full payment of all outstanding amounts within ten (10) calendar days of the date of this letter, no later than:

February 25, 2026

Payment shall be made by wire transfer to the account designated by Lender. Wire instructions will be provided upon request.

NOTICE OF INTENT TO PURSUE ALL AVAILABLE REMEDIES

If full payment is not received by the deadline stated above, Lender will pursue all available legal and equitable remedies without further notice, including but not limited to:

- Issuance of UCC Article 9 notices of assignment to Purplepass, UFC Fight Pass, and all other third-party payors, sponsors, and broadcast partners directing them to remit all revenues to Lender;
- Filing suit for breach of contract, enforcement of the personal guarantee, and recovery of all amounts owed, including principal, fees, default charges, attorneys' fees, and costs;
- Enforcement of the perfected security interest through all remedies available under UCC Article 9, including collection of collateral proceeds, judicial or non-judicial foreclosure, and receivership;

- Alter ego and veil-piercing claims against you personally to the extent corporate formalities have not been observed between Lights Out Xtreme Fighting, LLC and Lights Out XF, Inc.;
- Seeking prejudgment attachment and/or temporary restraining orders to preserve collateral and prevent dissipation of assets;
- Pursuing all other remedies available under California law, Nevada law, Delaware law, or any other applicable jurisdiction.

PRESERVATION OF DOCUMENTS AND RECORDS

You are hereby directed to immediately preserve all documents, communications, financial records, bank statements, contracts, and electronic data relating to Lights Out Xtreme Fighting, LLC, Lights Out XF, Inc., the Agreement, and all event revenues, ticket sales, sponsorships, and broadcast/streaming agreements. Destruction, alteration, or concealment of any such records may result in adverse inferences, sanctions, and separate claims for spoliation of evidence.

RESERVATION OF RIGHTS

Nothing in this letter shall be deemed a waiver, release, or relinquishment of any rights, claims, or remedies available to Lender, all of which are expressly and fully reserved. Lender's willingness to discuss the resolution of this matter does not constitute an agreement to forbear or extend any deadline.

Govern yourself accordingly. All further communications regarding this matter must be directed exclusively to this office.

Sincerely,

/s/ Kaveh Newmen
Kaveh Newmen, Esq.

Partner

Newmen Law, P.C.

Counsel for Trident Marketing & Development Consulting, LLC

and Nader H. Sobh

Exhibit L

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

West District, Santa Monica Courthouse, Department K

19STCV25769 December 5, 2025
DEANN FATTORINI, et al. vs SHAWNE MERRIMAN, et al. 9:30 AM

Judge: Honorable Lawrence Cho
Judicial Assistant: Michael Lee
Courtroom Assistant: None

CSR: Sheri S. Kleeger CSR# 10340 (LACC)
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Torsten Bassell

For Defendant(s): Scott Lee Macdonald By Edye Hill (LACC); Dean A. Olson (LACC); Laurie Noreen Stayton (LACC) -- See additional appearances below.

NATURE OF PROCEEDINGS: Hearing - Other Re: Objections to the Court's Proposed Judgment

Pursuant to Government Code sections 68086, 70044, California Rules of Court, rule 2.956, and the stipulation of appearing parties, Sheri S. Kleeger CSR# 10340, certified shorthand reporter is appointed as an official Court reporter pro tempore in these proceedings, and is ordered to comply with the terms of the Court Reporter Agreement. The Order is signed and filed this date.

The matter is called for hearing.

After hearing the arguments, the Court rules as follows:

1. Judgment for Plaintiffs against Defendants Monica Mass, J.P. Castro, and Shawne Merriman jointly and severally in the amount of $4,000,000.00.

2. Of the $4,000,00.00 verdict, $3,960,000.00 Million is awarded to Plaintiffs against Defendants Elias Wehbe. In other words, Defendant Elias Wehbe will only be liable to Plaintiffs up to $3,960,000.00, which he will owe jointly and severally with Defendants Shawne Merriman, J.P. Castro, and Monica Maas. This is because Defendant Elias Wehbe was found liable for conspiracy to commit negligence, which is a theory of vicarious liability and therefore the Prop. 51 allocation of fault for non-economic damages does not apply. Kesmodel v. Rand (2004) 119 Cal.App.4th 1128, 1142-1145. Judgment against Elias Wehbe shall be in the amount of $ 3,960,000.00 after application of 1% of comparative negligence found against decedent Kimberly Fattorini.

3. Judgment shall be rendered for Sunset Wilcox, LLC dba The Warwick erroneously sued as Warwick LA against P; and also judgment for Tao Group Holdings, LLC, and The Highlight Room, TG Hospitality Group, LLC (collectively The Tao Group) against Plaintiffs.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

West District, Santa Monica Courthouse, Department K

19STCV25769 December 5, 2025
DEANN FATTORINI, et al. vs SHAWNE MERRIMAN, et al. 9:30 AM

Judge: Honorable Lawrence Cho
Judicial Assistant: Michael Lee
Courtroom Assistant: None

CSR: Sheri S. Kleeger CSR# 10340 (LACC)
ERM: None
Deputy Sheriff: None

Plaintiffs to notice and prepare new Judgment form in accordance with today's ruling.

Court will return the Wehbe book "Mask" to Wehbe's counsel.
Plaintiffs to notice.

Additional appearance for Defendant(s):
Matthew Clarke Wolf (LACC)