

DIGERATI TECHNOLOGIES, INC.

FORM 8-K (Current report filing)

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

FORM 8-K

Current Report

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) February 4, 2022

Digerati Technologies, Inc.

(Exact Name of Registrant as Specified in its Charter)

Nevada

(State or Other Jurisdiction of Incorporation)

001-15687

(Commission
File Number)

74-2849995

(IRS Employer
Identification No.)

825 W. Bitters, Suite 104, San Antonio, TX

(Address of Principal Executive Offices)

78216

(Zip Code)

(210) 614-7240

(Registrant's Telephone Number, Including Area Code)

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

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

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging Growth Company

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

Item 1.01 Entry into a Material Definitive Agreement.

Next Level Equity Purchase Agreement

On February 4, 2022, Digerati Technologies, Inc. (the “Company”), T3 Communications, Inc., a controlled subsidiary of the Company (“T3”) and the two owners of Next Level Internet, Inc. (the “Sellers”), entered into and closed on an Equity Purchase Agreement (the “Purchase Agreement”). Pursuant to the Purchase Agreement, T3 bought all of the equity interests in Next Level Internet, Inc. (“Next Level”) from the Sellers. Next Level is engaged in the business of providing cloud based Unified Communications as a Service, collaboration, contact center, managed connectivity and other voice and data services to small, medium, and large enterprises.

The total purchase price is up to \$12.90 million consisting of: (i) \$8.9 million in cash which includes payoff of certain indebtedness held at closing by Next Level and certain transaction expenses; (ii) unsecured promissory notes in the aggregate principal amount of \$2 million issued by T3 to the Sellers (the “Unsecured Notes”) with such notes payable in eight equal quarterly installments in the aggregate amount of \$250,000.00 each starting on June 4, 2022 through and including March 7, 2024. The amount owed is subject to change based on certain revenue milestones needing to be met by Next Level; and (iii) unsecured convertible promissory notes (the “Convertible Notes”) in the aggregate principal amount of \$2 million issued by T3 to the Sellers with such notes payable in eight equal quarterly installments in the aggregate amount of \$250,000.00 each starting on April 30, 2022 through and including January 31, 2024. The Sellers have a onetime right to convert all or a portion of the Convertible Notes commencing on the six-month anniversary of the notes being issued and ending 30 days after such six-month anniversary. The conversion price is the volume weighted average price per share for the ten (10) consecutive trading days immediately preceding the date on which a conversion notice is received by T3.

T3 paid \$8.9 million in cash to the Sellers on the closing date of February 4, 2022.

In addition, 120 days after the closing of the transaction, T3 will pay the Sellers the amount by which net working capital deficit is better than \$2.16 million or the Sellers will pay T3 the amount by which net working capital deficit is worse than \$2.36 million.

Details regarding Next Level’s balance sheet, including its liabilities, will be disclosed in the Next Level financial statements and notes thereto to be filed as exhibits to an amendment to this Current Report on Form 8-K.

The foregoing summary of the Purchase Agreement, Unsecured Notes, and the Convertible Notes contains only a brief description of the material terms of the Purchase Agreement, Unsecured Notes, and the Convertible Notes and such descriptions are qualified in their entirety by reference to the full text of the Purchase Agreement, Unsecured Notes, and the Convertible Notes, filed herewith as Exhibits 10.1, 4.1, and 4.2, respectively, and incorporated by reference herein.

PRG Term Loan C Note

As disclosed in a Current Report on Form 8-K filed in November 2020, on November 17, 2020, T3 and the Company’s other subsidiaries entered into a credit agreement (the “Credit Agreement”) with Post Road Administrative LLC (the “Agent”) and its affiliate Post Road Special Opportunity Fund II LLP (collectively, “Post Road”). The Company is a party to certain sections of the Credit Agreement. Pursuant to the Credit Agreement, Post Road was to provide T3 Nevada with a secured loan of up to \$20,000,000 (the “Loan”).

As disclosed in a Current Report on Form 8-K filed in December 2021, on December 20, 2021, the parties to the Credit Agreement entered into an amendment to the Credit Agreement.

On February 4, 2022, the parties to the Credit Agreement agreed that Post Road would lend a further \$10 million to T3 pursuant to a Term Loan C Note (the “Loan C Note”). T3 received net proceeds of \$9.75 million pursuant to the Loan C Note and used such loan proceeds for the payment to the Sellers.

In connection with the issuance of the Term Loan C Note, the parties to the Credit Agreement and Next Level entered into a Joinder and Second Amendment to Credit Agreement (the “Joinder and Second Amendment”) whereby, among other terms, Next Level became a guarantor of T3’s obligations pursuant to the Credit Agreement and notes issued pursuant thereto.

The foregoing summary of the Loan C Note and Joinder and Second Amendment contains only a brief description of the material terms of the Loan C Note and Joinder and Second Amendment, and such descriptions are qualified in their entirety by reference to the full text of the Loan C Note and Joinder and Second Amendment, filed herewith as Exhibits 4.3 and 10.2 and incorporated by reference herein.

Item 2.01 Completion of Acquisition or Disposition of Assets.

The applicable information regarding the closing of the Purchase Agreement set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference in this Item 2.01.

Item 2.03 Creation of Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The applicable information regarding the Unsecured Notes, the Convertible Notes, and Loan C Note set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference in this Item 2.03.

Item 8.01. Other Events.

On February 8, 2022, the Company issued a press release announcing the closing of the Purchase Agreement with Next Level. The press release is attached as Exhibit 99.1 and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.**(a) Financial Statements of Businesses Acquired:**

The Company will file financial statements as required under Regulation S-X for Next Level by amendment to this Current Report on Form 8-K.

(b) Pro Forma Financial Information.

The Company will file pro-forma financial information as required under Regulation S-X for Next Level by amendment to this Current Report on Form 8-K.

(d) Exhibits.

Exhibit No.	Description
4.1*	Form of Unsecured Promissory Note for a Total of \$2,000,000 issued by T3 Communications, Inc. to the Next Level Sellers, dated February 4, 2022
4.2	Form of Unsecured Convertible Promissory Note for a Total of \$2,000,000 by T3 Communications, Inc. to the Next Level Sellers, dated February 4, 2022
4.3*	Term Loan C Note for \$10,000,000 issued by T3 Communications, Inc. to Post Road Special Opportunity Fund II LP, dated February 4, 2022
10.1#	Equity Purchase Agreement by and among the Company, T3 Communications, Inc., and the Sellers of Next Level Internet, Inc.
10.2#*	Joinder and Second Amendment to Credit Agreement by and among T3 Communications, Inc., the Subsidiaries of T3 Communications (including Next Level Internet, Inc.), Post Road Administrative LLC, and Post Road Special Opportunity Fund II LP, dated February 4, 2022
99.1	Press Release dated February 8, 2022
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

Certain schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company will furnish supplementally copies of omitted schedules and exhibits to the Securities and Exchange Commission or its staff upon its request.

* Portions of this exhibit have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K because such information is (i) not material and (ii) would likely be competitively harmful if publicly disclosed. The Company will furnish supplementally an unredacted copy of such exhibit to the Securities and Exchange Commission or its staff upon its request.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized.

Dated: February 10, 2022

Digerati Technologies, Inc.

By: /s/ Antonio Estrada Jr.

Antonio Estrada Jr.,
Chief Financial Officer

CERTAIN INFORMATION IDENTIFIED WITH THE FOLLOWING MARK: [***] HAS BEEN OMITTED FROM THIS EXHIBIT BECAUSE IT IS BOTH (i) NOT MATERIAL AND (ii) WOULD LIKELY BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS THEREOF, THE “SUBORDINATION AGREEMENT”), DATED AS OF FEBRUARY 4, 2022 AMONG THE JERRY AND LISA MORRIS REVOCABLE TRUST DATED NOVEMBER 18, 2002 AND JEFFREY POSNER, AS THE HOLDERS OF THE SUBORDINATED DEBT (TOGETHER WITH THEIR SUCCESSORS AND ASSIGNS, INDIVIDUALLY AND COLLECTIVELY, THE “SUBORDINATED CREDITOR”), POST ROAD ADMINISTRATIVE LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS THE ADMINISTRATIVE AGENT FOR THE POST ROAD LENDERS (IN SUCH CAPACITY, TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE “POST ROAD AGENT”), AND T3 COMMUNICATIONS, INC., A NEVADA CORPORATION (THE “BORROWER”), AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

UNSECURED ADJUSTABLE PROMISSORY NOTE

(US\$2,000,000.00)

New York, New York

Date: February 4, 2022

FOR VALUE RECEIVED, the undersigned, T3 COMMUNICATIONS, INC., a Nevada corporation located at 825 W. Bitters, Suite 104, San Antonio, Texas 78216 (the “*Maker*”), hereby promises to pay to the order of (SELLER) (the “*Payee*”), the principal sum of TWO MILLION and NO/100 UNITED STATES DOLLARS (\$2,000,000.00), subject to adjustment as set forth herein, in lawful money of the United States of America, together with interest thereon as set forth herein.

1. Definitions. This Unsecured Adjustable Promissory Note (this “*Note*”) is being issued pursuant to the terms of that certain Equity Purchase Agreement, dated as of February 4, 2022 by and among Maker and Payee (the “*Equity Purchase Agreement*”) pursuant to which Maker is purchasing all of the outstanding equity interests of NEXT LEVEL INTERNET, INC., a California corporation (the “*Company*”). Unless context requires otherwise, capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Equity Purchase Agreement.

2. Interest. Interest on this Note shall accrue on the unpaid principal balance hereof from time to time outstanding at the rate of ZERO PERCENT (0.00%) per annum (the “*Base Rate*”), computed on a year consisting of 360 days. Upon the occurrence of and during the continuation of an Event of Default (as hereinafter defined), this Note shall bear interest at a rate equal to the Base Rate plus EIGHTEEN PERCENT (18.00%) per annum (the “*Default Rate*”); *provided, however*, that the rate of interest (either Base Rate or Default Rate) accruing and payable from time to time shall never exceed the Highest Lawful Rate (as hereinafter defined). In the event that the rate of interest (either Base Rate or Default Rate) accruing and payable at any time would exceed the Highest Lawful Rate at any time, such interest rate shall be reduced to the Highest Lawful Rate. Notwithstanding any other provision of this Note, Payee does not intend to charge, and Maker shall not be required to pay any interest or other fees or charges in excess of the maximum permitted by applicable law; and any payments in excess of such maximum permitted amount shall be refunded to Maker or credited to reduce principal hereunder.

3. **Payments.** This Note shall be payable in eight equal quarterly installments of TWO HUNDRED FIFTY THOUSAND and NO/100 UNITED STATES DOLLARS (\$250,000.00) (each, an “**Installment Payment**”), subject to adjustment as set forth herein, commencing on June 4, 2022 and continuing on each following March 7, June 4, September 4 and December 5 (each, an “**Installment Payment Date**”) until and including March 7, 2024 (the “**Maturity Date**”), at which time all remaining principal and accrued and unpaid interest shall be payable in full. If any payment on this Note shall become due on a date other than a Business Day (as hereinafter defined) then such payment shall be due on the first Business Day that follows such payment due date. Payee hereby waives any and all demands, claims, suits, actions, causes of action, proceedings, assessments and rights in respect of (i) the portion of this Note or any Installment Payment that is reduced as a result of the Revenue Assurance Adjustment Amount (as defined below), including any rights arising from any past or present actual or alleged default or event of default relating to the portion of this Note or any Installment Payment that is reduced as a result of such Revenue Assurance Adjustment Amount, (ii) amounts paid, or deemed to have been paid or forgiven under this Note, including any rights arising from any past or present actual or alleged default or event of default relating to the amounts paid or deemed to have been paid or forgiven under this Note, and (iii) any principal or interest payments in excess of the amounts as provided herein and hereunder. For purposes hereof, “**Business Day**” shall mean any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of New York or is a day on which banking institutions located in such state are required by law or other governmental action to close.

4. **Adjustment of Principal Amount and Installment Payments.** The principal amount due under this note and the Installment Payments shall be subject to adjustment as follows:

(a) The aggregate principal amount of this Note and the Installment Payment due and payable shall be reduced on each Installment Payment date by an amount (the “**Revenue Assurance Adjustment Amount**”) equal to (OWNERSHIP PERCENTAGE) times (i) the Target MRC for the Installment Payment Date set forth below (the “**Target MRC**”) minus (ii) the MRC relating to the Customer Contracts for the fiscal quarter ended as of such Installment Payment Date (the “**Calculation Period**”):

Installment Payment Date	Target MRC
April 30, 2022	\$ ***
July 31, 2022	\$ ***
October 31, 2022	\$ ***
January 31, 2023	\$ ***
April 30, 2023	\$ ***
July 31, 2023	\$ ***

For the avoidance of doubt, there shall be no adjustment hereunder in the event that actual MRC exceeds the Target MRC. For the purposes of determining whether a Revenue Assurance Adjustment Amount is required as of any Installment Payment Date, MRC for the Calculation Period shall include (without duplication) all MRC relating to Customer Contracts that are lost or not renewed as a result of the negligence of Maker in the migration of the Customer Base to Maker's platform or as a result of changes in the channel partner agreements of the Business as of the date hereof.

(b) Maker will use commercially reasonable efforts to migrate the Customer Base to Maker's platform within a reasonable period of time after the date hereof. Maker shall have sole discretion with regards to all matters relating to the operation of the Business; *provided*, that Maker shall not, directly or indirectly, take any actions in bad faith for the purpose of increasing the Revenue Assurance Adjustment Amounts hereunder.

(c) The MRC for each Calculation Period shall be determined in good faith by Maker, after elimination of all intercompany amounts, unearned payments, and uncollectable accounts and a computation of any Revenue Assurance Adjustment Amount shall be provided to Payee with each Installment Payment.

(i) If Payee does not notify Maker of any dispute within 30 days after Maker provides Payee with notice of a Revenue Assurance Adjustment Amount (the "**Review Period**"), such Revenue Assurance Adjustment Amount and the reduction in the principal amount of this Note and the Installment Payment due on such Installment Payment Date shall be final and binding on Maker and Payee.

(ii) If Payee gives Maker written notice of any dispute regarding the calculation of the Revenue Assurance Adjustment Amount before expiration of the Review Period (a "**Dispute**"), then Payee and Maker shall attempt in good faith to agree on the Revenue Assurance Adjustment Amount. If Payee and Maker reach agreement with respect to the Revenue Assurance Adjustment Amount, the principal amount of this Note and the Installment Payment shall be adjusted to reflect such agreement and, as so adjusted, shall be final and binding on Maker and Payee. If Payee and Maker are unable to resolve any Dispute within 30 days after Payee notifies Maker of a Dispute, Maker and Payee will engage a mutually agreed upon independent public accounting firm that has no prior relationship with Maker or Payee (the "**Independent Accountant**") to resolve, exclusively, such Dispute. The Independent Accountant shall make its determination regarding such Dispute by calculating the MRC for the Calculation Period based upon the books and records of the Company. The decision of the Independent Accountant with respect to the Dispute shall be provided in writing and, if possible, within 10 days after the engagement of the Independent Accountant and shall be final and binding on all parties for all purposes. The Revenue Assurance Adjustment Amount and the principal amount of this Note and the Installment Payment payable on such Installment Payment Date shall be revised, if necessary, to reflect the final determination by the Independent Accountant and, as so revised, shall be final and binding on Maker and Payee. The fees, costs and expenses of the Independent Accountant (i) will be borne by Payee, in the proportion that the aggregate dollar amount of the total Dispute that is unsuccessfully disputed by Payee (as finally determined by the Independent Accountant), and (ii) will be borne by Maker in the proportion that the aggregate dollar amount of the total Dispute that is successfully disputed by Payee (as finally determined by the Independent Accountant).

(d) For the purposes of this Note, the following terms have the meanings set forth below:

“**Customer Base**” means (i) all Persons with whom the Company has contracted to provide goods or services, licensed the use of software or provided goods, services or software provided by the Company in the Business within the three years prior to the Closing Date, (ii) all Persons with whom the Company or any Person acting on behalf of the Company has proposed the sale of goods or services or the license of software, solicited the purchase of goods or services or the license of software, or otherwise directly communicated an offer to sell or solicitation of an offer to purchase or contract for goods, services or software offered by the Company in the Business within the three years prior to the Closing Date; and (iii) any other Person identified in writing by the Company as a prospective or potential buyer of goods or services or licensor of software provided by the Company in the Business as of the Closing Date.

“**Customer Contract**” means (i) any Contract between the Company and any member of the Customer Base, (ii) any Contract executed by the Company or Maker with a member of the Customer Base after the date hereof, and (iii) any Contract relating to the Business executed by the Company or Maker after the date hereof (A) as a result of the efforts of an Employee or (B) through a channel partner of the Business as of the date hereof.

“**MRC**” means the Monthly Reoccurring Charge under a Customer Contract, excluding charges for taxes, regulatory fees, additional set-up fees, equipment purchases or lease, and consulting fees.

5. **Priority.** THE PAYMENT OF THE PRINCIPAL OF, AND INTEREST ON, AND ALL OTHER AMOUNTS OWING IN RESPECT OF THE INDEBTEDNESS EVIDENCED BY, THIS NOTE, IS AND SHALL BE EXPRESSLY SUBORDINATED, TO THE EXTENT AND IN THE MANNER SET FORTH IN ANY SUBORDINATION AGREEMENT EXECUTED CONTEMPORANEOUSLY HERewith OR HEREAFTER, AMONG MAKER, PAYEE AND POST ROAD ADMINISTRATIVE LLC, ITS SUCCESSORS OR ASSIGNS, OR ANY OTHER HOLDER OF SENIOR INDEBTEDNESS (BEING HEREINAFTER COLLECTIVELY REFERRED TO AS, “**LENDERS**”, AND ANY SUCH AGREEMENT BEING HEREINAFTER REFERRED TO AS THE “**SUBORDINATION AGREEMENT**”). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS HEREOF AND THE TERMS OF THE SUBORDINATION AGREEMENT, THE SUBORDINATION AGREEMENT SHALL GOVERN AND CONTROL. THE PROVISIONS OF THIS **SECTION 5** SHALL CONSTITUTE A CONTINUING REPRESENTATION TO ALL PERSONS WHO, IN RELIANCE UPON SUCH PROVISIONS, BECOME OR CONTINUE TO BE LENDERS, AND SUCH PROVISIONS ARE MADE FOR THE BENEFIT OF THE LENDERS, AND SUCH LENDERS ARE HEREBY MADE THIRD-PARTY BENEFICIARIES HEREUNDER THE SAME AS IF THEIR NAMES WERE WRITTEN HEREIN AS SUCH, AND THEY OR ANY OF THEM MAY PROCEED TO ENFORCE SUCH PROVISIONS AGAINST PAYEE WITHOUT THE NECESSITY OF JOINING MAKER AS A PARTY. MAKER MAY INCUR SENIOR INDEBTEDNESS, INCLUDING BY MEANS OF NEW LOAN AGREEMENTS OR RELATED INSTRUMENTS OR AMENDMENT TO EXISTING LOAN AGREEMENTS OR RELATED INSTRUMENTS, FROM TIME TO TIME IN SUCH AMOUNTS AND UPON SUCH TERMS AS IT MAY DEEM APPROPRIATE, ALL WITHOUT THE CONSENT OR APPROVAL OF PAYEE. MAKER AND PAYEE AGREE (A) TO EXECUTE AND DELIVER TO ANY LENDER SUCH SUBORDINATION AGREEMENTS AND OTHER INSTRUMENTS AND AGREEMENTS, PROVIDED THAT (I) NOTHING THEREIN IS INCONSISTENT WITH THE FIRST SENTENCE OF THIS **SECTION 5** AND (II) THE INCLUSION OF TERMS AND CONDITIONS THEREIN THAT ARE MATERIALLY LESS FAVORABLE TO PAYEE THAN THE TERMS AND CONDITIONS OF THE SUBORDINATION AGREEMENT AND ANY OTHER INSTRUMENTS AND AGREEMENTS THEN IN EFFECT MUST BE APPROVED BY PAYEE, WHICH APPROVAL WILL NOT BE UNREASONABLY WITHHELD, AND (B) TO TAKE SUCH OTHER ACTION, AS ANY LENDER SHALL REQUIRE TO EVIDENCE THE SUBORDINATION OF THIS NOTE TO ANY SENIOR INDEBTEDNESS. THE TERM “**SENIOR INDEBTEDNESS**” SHALL MEAN ALL INDEBTEDNESS OF MAKER AND ITS SUBSIDIARIES TO ANY BANK OR OTHER FINANCIAL INSTITUTION OR ANY OTHER ENTITY PROVIDING ANY LOAN, CREDIT FACILITY, LETTER OF CREDIT OR OTHER FORM OF INDEBTEDNESS TO AND FOR THE BENEFIT OF MAKER AND ITS SUBSIDIARIES AS BORROWER OR EQUIVALENT THEREUNDER AND ANY REFINANCING OR REPLACEMENT OF SUCH SENIOR INDEBTEDNESS.

6. Right of Setoff. Maker shall have the right to withhold and set off against any amount due hereunder any amounts payable by Payee to Maker under the Equity Purchase Agreement.

7. Prepayment. This Note may be prepaid in whole or in part at any time without premium or penalty. Any such prepayment shall be applied first to accrued and unpaid interest and the balance, if any, shall be applied to the principal amount then outstanding.

8. Default. Upon the occurrence and continuation of an Event of Default, at Payee's option, the entire remaining principal balance of this Note shall become immediately due and payable, without presentment, demand, protest, or other notice of any kind, all of which are expressly waived by Maker. In addition, upon an Event of Default hereunder, Payee shall have all the rights and remedies provided by Law. For the purposes of this Note, each of the following shall be considered an "***Event of Default***":

(a) Failure of Maker to pay when due any payment of principal or interest on this Note and such failure continues for five Business Days after Payee notifies Maker thereof in writing; *provided, however*, that the exercise by Maker in good faith of its right of setoff pursuant to Section 5 above, whether or not ultimately determined to be justified, shall not constitute an Event of Default;

(b) Maker, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors (“**Bankruptcy Law**”), (i) commences a voluntary case or proceeding, (ii) consents to the entry of an order for relief against it in an involuntary case, (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official, (iv) makes an assignment for the benefit of its creditors, or (v) admits in writing its inability to pay its debts as they become due;

(c) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) appoints a trustee, receiver, assignee, liquidator or similar official for Maker or substantially all of Maker’s properties or (ii) orders the liquidation of Maker, and in each case the order or decree is not dismissed within 90 days;

(d) the consolidation or merger of Maker with any person other than an Affiliate of Maker, the sale of all or substantially all of the assets of Maker to a person other than an Affiliate of Maker, or the acquisition by a person other than an Affiliate of Maker of more than 50% of the capital stock of Maker except in connection with a bona fide financing transaction; or

(e) Maker takes any action to commence winding up its affairs, liquidate its assets, dissolve or terminate its existence.

9. Waivers. Maker (i) waives, to the fullest extent permitted by law, presentment, demand, notice of demand, protest, notice of protest, notice of acceleration of maturity, notice of intent to accelerate, notice of nonpayment, notice of dishonor and all other notices; (ii) agrees and consents to delays, extensions, renewals, modifications or partial payments hereon, to any release of a party liable hereon or of any collateral herefor, in whole or in part, and to taking or refraining to take any action with respect to this Note, before or after maturity, without notice to or consent from said parties, and without discharging any party liable hereunder; and (iii) agrees that no action, failure to act or failure to exercise any right or remedy on the part of Payee shall in any way affect or impair the obligations of Maker or be construed as a waiver by Payee of, or otherwise affect, any of Payee’s or its successors’ or assigns’ rights under this Note.

10. Rights and Remedies. All rights and remedies of Payee herein shall be cumulative and may be pursued singly, successively or together, at the option of Payee. Except as set forth in Section 3, the acceptance by Payee of any partial payment shall not constitute a waiver of any default or of any of Payee’s rights under this Note.

11. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be given in accordance with the notice provisions of the Equity Purchase Agreement.

12. Headings. The headings in this Note are for reference only and shall not affect the interpretation of this Note.

13. Severability. Whenever possible, each provision of this Note will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Note is held to be invalid, illegal, or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Note will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Successors and Assigns. This Note and the rights, interests, and obligations hereunder shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns. As used herein the terms “Maker” and “Payee” shall be deemed to include their respective heirs, successors, legal representatives and assigns, whether by voluntary action of the parties or by operation of law. Notwithstanding anything herein to the contrary, neither Payee nor any subsequent holder of this Note may sell, assign or transfer this Note or any of its rights hereunder, without the prior consent of Maker, which consent shall not, subject to compliance by Payee with all applicable securities laws, be unreasonably denied, conditioned or delayed by Maker. Any attempted assignment or transfer in violation of the foregoing shall be null and void and of no force or effect.

15. Amendment and Modification. No amendment, modification, or waiver of any provision of this Note, and no consent by Payee to any departure therefrom by Maker, shall be effective unless such modification or waiver shall be in writing and signed by both Maker and Payee. Any such waiver by Payee shall apply only with respect to the specific instance involved and shall in no way impair the rights of Payee or the obligations of Maker to Payee in any other respect at any other time.

16. Attorney’s Fees. In the event suit is brought by one party against the other relating to any matter contained in this Note, the prevailing party in such suit shall be entitled to recover court costs and reasonable attorney’s fees.

17. Usury Savings Clause. It is the intention of the parties hereto to conform strictly to applicable usury laws as in effect from time to time during the term of this Note. Accordingly, it is agreed that, notwithstanding any provision of this Note to the contrary, if any transaction or transactions contemplated hereby would be usurious under applicable law (including the laws of the United States of America, or of any other jurisdiction whose laws may be mandatorily applicable), then, in that event, notwithstanding anything to the contrary in this Note, or any agreement entered into in connection with this Note, it is agreed as follows: (i) the provisions of this paragraph shall govern and control, (ii) the aggregate of all interest under applicable law that is contracted for, charged or received under this Note shall under no circumstances exceed the maximum amount of interest allowed by applicable law, and any excess shall be promptly credited to Maker by Payee (or, if such consideration shall have been paid in full, such excess shall be promptly refunded to Maker by Payee), (iii) neither Maker nor any other person or entity now or hereafter liable in connection with this Note shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum interest permitted by the applicable usury laws, and (iv) the effective rate of interest shall be ipso facto reduced to the Highest Lawful Rate (as hereinafter defined). All sums paid, or agreed to be paid, to Payee for the use, forbearance and detention of the indebtedness of Maker to Payee shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of the indebtedness described in this Note, until payment in full so that the actual rate of interest does not exceed the Highest Lawful Rate in effect at any particular time during the full term thereof. The maximum lawful interest rate, if any, referred to in this paragraph that may accrue pursuant to this Note is referred to herein as the “*Highest Lawful Rate*”.

18. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Note shall be governed by and construed in accordance with the internal Laws of the State of New York without giving effect to any choice or conflict of law provision, theory, principles or rule (whether of the State of New York or any other jurisdiction).

(b) ANY ACTION ARISING OUT OF OR BASED UPON THIS NOTE MAY BE INSTITUTED IN THE STATE OR FEDERAL COURTS IN AND FOR THE BOROUGH OF MANHATTAN, NEW YORK AND THE SOUTHERN DISTRICT OF NEW YORK, AS APPLICABLE, AND MAKER IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH ACTION. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO MAKER'S ADDRESS SET FORTH IN THE EQUITY PURCHASE AGREEMENT SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY ACTION BROUGHT IN ANY SUCH COURT AND MAKER WAIVES ALL DEFENSES OR OBJECTION TO VENUE OF THE FEDERAL OR STATE COURTS IN AND FOR THE BOROUGH OF MANHATTAN, NEW YORK, AND THE SOUTHERN DISTRICT OF NEW YORK, AS APPLICABLE, OF ANY ACTION IN SUCH COURTS AND IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) MAKER AND PAYEE ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS NOTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, MAKER AND PAYEE IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY ACTION ARISING OUT OF OR RELATING TO THIS NOTE. MAKER AND PAYEE CERTIFY AND ACKNOWLEDGE THAT (i) NO REPRESENTATIVE OF THE OTHER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF ANY ACTION, (ii) MAKER AND PAYEE HAVE CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) MAKER AND PAYEE MAKE THIS WAIVER VOLUNTARILY, AND (iv) MAKER AND PAYEE HAVE BEEN INDUCED TO MAKE AND ACCEPT THIS NOTE BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH IN THIS SECTION 18(c).

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IN WITNESS WHEREOF, this Note is executed as of the date first set forth above.

MAKER:

T3 COMMUNICATIONS, INC.

By: _____
Printed Name: _____
Title: _____

Signature Page to Unsecured Adjustable Promissory Note

THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS THEREOF, THE “SUBORDINATION AGREEMENT”), DATED AS OF FEBRUARY 4, 2022 AMONG THE JERRY AND LISA MORRIS REVOCABLE TRUST DATED NOVEMBER 18, 2002 AND JEFFREY POSNER, AS THE HOLDERS OF THE SUBORDINATED DEBT (TOGETHER WITH THEIR SUCCESSORS AND ASSIGNS, INDIVIDUALLY AND COLLECTIVELY, THE “SUBORDINATED CREDITOR”), POST ROAD ADMINISTRATIVE LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS THE ADMINISTRATIVE AGENT FOR THE POST ROAD LENDERS (IN SUCH CAPACITY, TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE “POST ROAD AGENT”), AND T3 COMMUNICATIONS, INC., A NEVADA CORPORATION (THE “BORROWER”), AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

THIS PROMISSORY NOTE AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR UPON RECEIPT BY MAKER OF AN OPINION OF COUNSEL SATISFACTORY TO MAKER THAT REGISTRATION IS NOT REQUIRED UNDER THE ACT.

UNSECURED CONVERTIBLE PROMISSORY NOTE

(US\$2,000,000.00)

New York, New York

Date: February 4, 2022

FOR VALUE RECEIVED, the undersigned, T3 COMMUNICATIONS, INC., a Nevada corporation located at 825 W. Bitters, Suite 104, San Antonio, Texas 78216 (the “*Maker*”), hereby promises to pay to the order of (SELLER) (the “*Payee*”), the principal sum of TWO MILLION and NO/100 UNITED STATES DOLLARS (\$2,000,000.00) in lawful money of the United States of America, together with interest thereon as set forth herein.

1. Definitions. This Unsecured Convertible Promissory Note (this “*Note*”) is being issued pursuant to the terms of that certain Equity Purchase Agreement, dated as of February 4, 2022 by and among Maker and Payee (the “*Equity Purchase Agreement*”) pursuant to which Maker is purchasing all of the outstanding equity interests of NEXT LEVEL INTERNET, INC., a California corporation. Unless context requires otherwise, capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Equity Purchase Agreement.

2. **Interest.** Interest on this Note shall accrue on the unpaid principal amount hereof from time to time outstanding at the rate of ZERO PERCENT (0.00%) per annum (the “**Base Rate**”), computed on a year consisting of 360 days. Upon the occurrence of and during the continuation of an Event of Default (as hereinafter defined), this Note shall bear interest at a rate equal to the Base Rate plus EIGHTEEN PERCENT (18.00%) per annum (the “**Default Rate**”); *provided, however*, that the rate of interest (either Base Rate or Default Rate) accruing and payable from time to time shall never exceed the Highest Lawful Rate (as hereinafter defined). In the event that the rate of interest (either Base Rate or Default Rate) accruing and payable at any time would exceed the Highest Lawful Rate at any time, such interest rate shall be reduced to the Highest Lawful Rate. Notwithstanding any other provision of this Note, Payee does not intend to charge and Maker shall not be required to pay any interest or other fees or charges in excess of the maximum permitted by applicable law; and any payments in excess of such maximum permitted amount shall be refunded to Maker or credited to reduce principal hereunder.

3. **Payments.** This Note shall be payable in eight equal quarterly installments of TWO HUNDRED FIFTY THOUSAND and NO/100 UNITED STATES DOLLARS (\$250,000.00) (each, an “**Installment Payment**”), commencing on April 30, 2022 and continuing on each following January 31, April 30, July 31 and October 31 (each, an “**Installment Payment Date**”) until and including January 31, 2024 (the “**Maturity Date**”), at which time all remaining principal and accrued and unpaid interest shall be payable in full. If any payment on this Note shall become due on a date other than a Business Day (as hereinafter defined) then such payment shall be due on the first Business Day that follows such payment due date. For purposes hereof, “**Business Day**” shall mean any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of New York or is a day on which banking institutions located in such state are required by law or other governmental action to close.

4. **Conversion.** This Note may be converted into shares of DIGERATI TECHNOLOGIES, INC. (the “**Issuer**”) Common Stock, \$.001 par value per share (the “**Stock**”) as follows:

(a) **Definitions.**

(i) “**Conversion Notice**” means (A) the Notice of Conversion in the form attached as **Exhibit A** to this Note accompanied by (B) the Lock-Up Agreement in the form attached as **Exhibit B** to this Note, and (C) the Registration Rights Agreement in the form attached as **Exhibit C** to this Note, each with all blanks completed and signed by Payee.

(ii) “**Conversion Price**” means an amount equal to the volume weighted average price per share of Stock on the Nasdaq Stock Market for the 10 consecutive trading days immediately preceding the date on which a Conversion Notice is received by Maker; *provided, however*, that (i) if the Stock is not then listed for trading on the Nasdaq Stock Market, the Conversion Price shall be the volume weighted average transaction price per share reported by the OTC Reporting Facility for the 10 consecutive trading days immediately preceding the date on which such Conversion Notice is received by Maker and (ii) if, at any time within the 10 consecutive trading days prior to receipt of a Conversion Notice by Maker, the Stock was offered and sold by the Issuer to the public pursuant to an effective registration statement on Form S-1 under the Securities Act of 1933, the Conversion Price shall be the price to the public set forth in the most recent prospectus included in such registration statement. For the avoidance of doubt, in the event of a stock subdivision or combination during the 10 consecutive trading days immediately preceding the date on which a Conversion Notice is received by Maker, the volume weighted average price per share of Stock for those days prior to the stock subdivision or combination shall be adjusted to reflect such subdivision or combination.

(iii) “**Securities Act**” means the Securities Act of 1933, as amended.

(b) Conversion.

(i) All or a portion of the unpaid principal amount outstanding on this Note may be converted on a one-time basis into shares of Stock at the option of Payee, in Payee's sole and absolute discretion, at any time during the period either (A) commencing on the six-month anniversary of this Note and ending 30 days after such six-month anniversary or (B) if Maker elects to prepay this Note in accordance with the terms of Section 7 hereof prior to the six-month anniversary of this Note, commencing on the date of Payee's receipt of notice of Maker's intention to prepay this Note and ending 30 days thereafter, each in accordance with the procedure set forth in this Section 4(b).

(ii) If Payee desires to convert all or a portion of the unpaid principal amount outstanding of this Note, the Payee shall deliver to Maker a Conversion Notice specifying the principal amount of the Note then outstanding that Payee elects to convert into shares of Stock (the "**Conversion Amount**").

(iii) Within five Business Days after receipt of a Conversion Notice in accordance with Section 4(b)(ii) (or as soon thereafter as Issuer's transfer books are open for issuance of new shares of Stock), Maker shall (A) cause to be issued in the name of Payee, the number of shares of Stock equal to the quotient (rounded down to the nearest whole share of Stock) obtained by dividing (1) the Conversion Amount by (2) the Conversion Price in effect on the date that Maker received such Conversion Notice, and (B) pay to Payee an amount in cash equal to the product (rounded up to the nearest whole \$.01) obtained by multiplying (1) FIVE HUNDRED THOUSAND and NO/100 UNITED STATES DOLLARS (\$500,000.00) by (2) a fraction, the numerator of which is the Conversion Amount and the denominator of which is TWO MILLION and NO/100 UNITED STATES DOLLARS (\$2,000,000.00).

(iv) Upon conversion of any principal amount of the Note into shares of Stock, Payee shall receive such Stock in full and complete discharge and satisfaction of all obligations and liabilities of the Maker with respect to such converted portion of this Note (including outstanding principal converted into shares of Stock, interest thereto and any other amounts thereto), such converted portion of this Note shall be terminated and of no further force and effect immediately upon such conversion and the remaining Installment Payments shall be reduced proportionately. Payee shall cooperate and take such action and execute any documents as may be requested by Maker in order to carry out the provisions and purposes of the preceding sentence. Payee hereby waives any and all demands, claims, suits, actions, causes of action, proceedings, assessments and rights in respect of (i) the portion of this Note that is converted into shares of Stock, including any rights arising from any past or present actual or alleged default or event of default relating to the portion of this Note that is converted into Stock, (ii) amounts otherwise paid or deemed to be paid under, this Note, (iii) amounts paid, or deemed to have been paid or forgiven under this Note, including any rights arising from any past or present actual or alleged default or event of default relating to the amounts paid or deemed to have been paid or forgiven under this Note, and (iv) any principal or interest payments in excess of the amounts as provided herein and hereunder.

(c) Adjustment of Conversion Price.

(i) In the event that, after receipt of a Conversion Notice but before the issuance of Stock to Payee, Issuer shall subdivide or combine the outstanding shares of Stock, or issue additional shares of Stock as a dividend or other distribution on the outstanding shares of Stock, the Conversion Price shall be proportionately adjusted so that, with respect to each such subdivision or dividend or distribution, the number of shares of Stock deliverable upon conversion of this Note shall be increased in proportion to the increase in the number of then outstanding shares of Stock resulting from such subdivision or dividend or distribution, and, with respect to each such combination of shares of Stock, the number of Stock deliverable upon conversion of this Note shall be decreased in proportion to the decrease in the number of then outstanding shares of Stock resulting from such combination.

(ii) Any such adjustment in the Conversion Price and the number of shares deliverable as a result of an adjustment to the Conversion Price shall become effective, in the case of any subdivision or combination of shares of Stock, at the close of business on the effective date thereof, and, in the case of any such dividend or distribution, at the close of business on the record date fixed for the determination of persons entitled thereto, or on the first business day during which the transfer books of Maker shall be closed for the purpose of such determination, as the case may be. No adjustment shall be made by reason of the issuance of shares of Stock or of any securities convertible into shares of Stock in exchange for cash, property or services, or in any event other than those specifically set forth in this Section 4(c)(i).

(d) Liquidation, Dissolution, Consolidation, Merger, Sale, Reclassification. In the event that, while this Note shall remain outstanding, there shall be any liquidation or dissolution of Maker, consolidation or merger of Maker with another person, sale to another person of all or substantially all of the assets or 50% of more of the capital stock of Maker, or reclassification of the Stock into other securities, then Payee shall thereafter have the right to convert the outstanding principal amount of this Note into the kind and amount of other securities and property receivable upon such liquidation, dissolution, consolidation, merger, sale of assets or stock or reclassification by a holder of the number of shares of Stock into which the outstanding principal amount of this Note could have been converted immediately prior to such liquidation, dissolution, consolidation, merger, sale or reclassification. The instruments effecting such liquidation, dissolution, consolidation, merger, sale or reclassification, and, where appropriate, the certificate of incorporation of the surviving or resulting or purchasing corporation shall provide for such conversion rights, and the provisions of this Section 4(d) shall similarly apply to successive liquidations, dissolutions, consolidations, mergers, sales or reclassifications. In case securities or property other than shares of Stock shall be issuable or deliverable upon conversion as aforesaid, then all references to shares of Stock in this Section 4 shall be deemed to apply, so far as appropriate and as nearly as may be, to such other securities or property.

(e) Reservation of Adequate Shares. Maker shall at all times reserve and keep available out of its authorized capital, for issuance upon conversion of this Note as herein provided, such number of shares of Stock as shall then be issuable upon the conversion of this Note. All shares of Stock which shall be so issuable shall, when so issued upon any such conversion, be duly and validly issued and fully paid and nonassessable.

(f) No Shareholder Rights. This Note shall not entitle Payee to any voting rights or other rights as a shareholder of Maker, or to any other rights whatsoever except the rights herein expressed and such as are set forth, and no dividends shall be payable or accrue in respect of this Note or the interest represented hereby or the shares of Stock issuable as a result of any conversion hereunder until or unless, and except to the extent that, the outstanding principal amount hereof has been converted.

5. Priority. **THE PAYMENT OF THE PRINCIPAL OF, AND INTEREST ON, AND ALL OTHER AMOUNTS OWING IN RESPECT OF THE INDEBTEDNESS EVIDENCED BY, THIS NOTE, IS AND SHALL BE EXPRESSLY SUBORDINATED, TO THE EXTENT AND IN THE MANNER SET FORTH IN ANY SUBORDINATION AGREEMENT EXECUTED CONTEMPORANEOUSLY HERewith OR HEREAFTER, AMONG MAKER, PAYEE AND POST ROAD ADMINISTRATIVE LLC, ITS SUCCESSORS OR ASSIGNS, OR ANY OTHER HOLDER OF SENIOR INDEBTEDNESS (BEING HEREINAFTER COLLECTIVELY REFERRED TO AS, “LENDERS”, AND ANY SUCH AGREEMENT BEING HEREINAFTER REFERRED TO AS THE “SUBORDINATION AGREEMENT”). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS HEREOF AND THE TERMS OF THE SUBORDINATION AGREEMENT, THE SUBORDINATION AGREEMENT SHALL GOVERN AND CONTROL. THE PROVISIONS OF THIS SECTION 5 SHALL CONSTITUTE A CONTINUING REPRESENTATION TO ALL PERSONS WHO, IN RELIANCE UPON SUCH PROVISIONS, BECOME OR CONTINUE TO BE LENDERS, AND SUCH PROVISIONS ARE MADE FOR THE BENEFIT OF THE LENDERS, AND SUCH LENDERS ARE HEREBY MADE THIRD-PARTY BENEFICIARIES HEREUNDER THE SAME AS IF THEIR NAMES WERE WRITTEN HEREIN AS SUCH, AND THEY OR ANY OF THEM MAY PROCEED TO ENFORCE SUCH PROVISIONS AGAINST PAYEE WITHOUT THE NECESSITY OF JOINING MAKER AS A PARTY. MAKER MAY INCUR SENIOR INDEBTEDNESS, INCLUDING BY MEANS OF NEW LOAN AGREEMENTS OR RELATED INSTRUMENTS OR AMENDMENT TO EXISTING LOAN AGREEMENTS OR RELATED INSTRUMENTS, FROM TIME TO TIME IN SUCH AMOUNTS AND UPON SUCH TERMS AS IT MAY DEEM APPROPRIATE, ALL WITHOUT THE CONSENT OR APPROVAL OF PAYEE. MAKER AND PAYEE AGREE (A) TO EXECUTE AND DELIVER TO ANY LENDER SUCH SUBORDINATION AGREEMENTS AND OTHER INSTRUMENTS AND AGREEMENTS, PROVIDED THAT (I) NOTHING THEREIN IS INCONSISTENT WITH THE FIRST SENTENCE OF THIS SECTION 5 AND (II) THE INCLUSION OF TERMS AND CONDITIONS THEREIN THAT ARE MATERIALLY LESS FAVORABLE TO PAYEE THAN THE TERMS AND CONDITIONS OF THE SUBORDINATION AGREEMENT AND ANY OTHER INSTRUMENTS AND AGREEMENTS THEN IN EFFECT MUST BE APPROVED BY PAYEE, WHICH APPROVAL WILL NOT BE UNREASONABLY WITHHELD, AND (B) TO TAKE SUCH OTHER ACTION, AS ANY LENDER SHALL REQUIRE TO EVIDENCE THE SUBORDINATION OF THIS NOTE TO ANY SENIOR INDEBTEDNESS. THE TERM “SENIOR INDEBTEDNESS” SHALL MEAN ALL INDEBTEDNESS OF MAKER AND ITS SUBSIDIARIES TO ANY BANK OR OTHER FINANCIAL INSTITUTION OR ANY OTHER ENTITY PROVIDING ANY LOAN, CREDIT FACILITY, LETTER OF CREDIT OR OTHER FORM OF INDEBTEDNESS TO AND FOR THE BENEFIT OF MAKER AND ITS SUBSIDIARIES AS BORROWER OR EQUIVALENT THEREUNDER AND ANY REFINANCING OR REPLACEMENT OF SUCH SENIOR INDEBTEDNESS.**

6. Right of Setoff. Maker shall have the right to withhold and set off against any amount due hereunder any amounts payable by Payee to Maker under the Equity Purchase Agreement.

7. Prepayment. This Note may be prepaid in whole or in part at any time without premium or penalty with 30 days prior written notice specifying the amount of such prepayment. Any such prepayment shall be applied first to accrued and unpaid interest and the balance, if any, shall be applied to the principal amount then outstanding.

8. Default. Upon the occurrence and continuation of an Event of Default, at Payee's option, the entire remaining principal amount of this Note shall become immediately due and payable, without presentment, demand, protest, or other notice of any kind, all of which are expressly waived by Maker. In addition, upon an Event of Default hereunder, Payee shall have all the rights and remedies provided by Law. For the purposes of this Note, each of the following shall be considered an "**Event of Default**":

(a) Failure of Maker to pay when due any payment of principal or interest on this Note and such failure continues for five Business Days after Payee notifies Maker thereof in writing; *provided, however*, that the exercise by Maker in good faith of its right of setoff pursuant to Section 6 above, whether or not ultimately determined to be justified, shall not constitute an Event of Default;

(b) Maker, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("**Bankruptcy Law**"), (i) commences a voluntary case or proceeding, (ii) consents to the entry of an order for relief against it in an involuntary case, (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official, (iv) makes an assignment for the benefit of its creditors, or (v) admits in writing its inability to pay its debts as they become due;

(c) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) appoints a trustee, receiver, assignee, liquidator or similar official for Maker or substantially all of Maker's properties or (ii) orders the liquidation of Maker, and in each case the order or decree is not dismissed within 90 days;

(d) the consolidation or merger of Maker with any person other than an Affiliate of Maker, the sale of all or substantially all of the assets of Maker to a person other than an Affiliate of Maker, or the acquisition by a person other than an Affiliate of Maker of more than 50% of the capital stock of Maker except in connection with a bona fide financing transaction; or

(e) Maker takes any action to commence winding up its affairs, liquidate its assets, dissolve or terminate its existence.

9. Waivers. Maker (i) waives, to the fullest extent permitted by law, presentment, demand, notice of demand, protest, notice of protest, notice of acceleration of maturity, notice of intent to accelerate, notice of nonpayment, notice of dishonor and all other notices; (ii) agrees and consents to delays, extensions, renewals, modifications or partial payments hereon, to any release of a party liable hereon or of any collateral herefor, in whole or in part, and to taking or refraining to take any action with respect to this Note, before or after maturity, without notice to or consent from said parties, and without discharging any party liable hereunder; and (iii) agrees that no action, failure to act or failure to exercise any right or remedy on the part of Payee shall in any way affect or impair the obligations of Maker or be construed as a waiver by Payee of, or otherwise affect, any of Payee's or its successors' or assigns' rights under this Note.

10. Rights and Remedies. All rights and remedies of Payee herein shall be cumulative and may be pursued singly, successively or together, at the option of Payee. The acceptance by Payee of any partial payment shall not constitute a waiver of any default or of any of Payee's rights under this Note.

11. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be given in accordance with the notice provisions of the Equity Purchase Agreement.

12. Headings. The headings in this Note are for reference only and shall not affect the interpretation of this Note.

13. Severability. Whenever possible, each provision of this Note will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Note is held to be invalid, illegal, or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Note will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Successors and Assigns. This Note and the rights, interests, and obligations hereunder shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns. As used herein the terms "Maker" and "Payee" shall be deemed to include their respective heirs, successors, legal representatives and assigns, whether by voluntary action of the parties or by operation of law. Notwithstanding anything herein to the contrary, neither Payee nor any subsequent holder of this Note may sell, assign or transfer this Note or any of its rights hereunder, without the prior consent of Maker, which consent shall not, subject to compliance by Payee with all applicable securities laws, be unreasonably denied, conditioned or delayed by Maker. Any attempted assignment or transfer in violation of the foregoing shall be null and void and of no force or effect.

15. Amendment and Modification. No amendment, modification, or waiver of any provision of this Note, and no consent by Payee to any departure therefrom by Maker, shall be effective unless such modification or waiver shall be in writing and signed by both Maker and Payee. Any such waiver by Payee shall apply only with respect to the specific instance involved and shall in no way impair the rights of Payee or the obligations of Maker to Payee in any other respect at any other time.

16. Attorney's Fees. In the event suit is brought by one party against the other relating to any matter contained in this Note, the prevailing party in such suit shall be entitled to recover court costs and reasonable attorney's fees.

17. Usury Savings Clause. It is the intention of the parties hereto to conform strictly to applicable usury laws as in effect from time to time during the term of this Note. Accordingly, it is agreed that, notwithstanding any provision of this Note to the contrary, if any transaction or transactions contemplated hereby would be usurious under applicable law (including the laws of the United States of America, or of any other jurisdiction whose laws may be mandatorily applicable), then, in that event, notwithstanding anything to the contrary in this Note, or any agreement entered into in connection with this Note, it is agreed as follows: (i) the provisions of this paragraph shall govern and control, (ii) the aggregate of all interest under applicable law that is contracted for, charged or received under this Note shall under no circumstances exceed the maximum amount of interest allowed by applicable law, and any excess shall be promptly credited to Maker by Payee (or, if such consideration shall have been paid in full, such excess shall be promptly refunded to Maker by Payee), (iii) neither Maker nor any other person or entity now or hereafter liable in connection with this Note shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum interest permitted by the applicable usury laws, and (iv) the effective rate of interest shall be ipso facto reduced to the Highest Lawful Rate (as hereinafter defined). All sums paid, or agreed to be paid, to Payee for the use, forbearance and detention of the indebtedness of Maker to Payee shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of the indebtedness described in this Note, until payment in full so that the actual rate of interest does not exceed the Highest Lawful Rate in effect at any particular time during the full term thereof. The maximum lawful interest rate, if any, referred to in this paragraph that may accrue pursuant to this Note is referred to herein as the "**Highest Lawful Rate**".

18. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Note shall be governed by and construed in accordance with the internal Laws of the State of New York without giving effect to any choice or conflict of law provision, theory, principles or rule (whether of the State of New York or any other jurisdiction).

(b) ANY ACTION ARISING OUT OF OR BASED UPON THIS NOTE MAY BE INSTITUTED IN THE STATE OR FEDERAL COURTS IN AND FOR THE BOROUGH OF MANHATTAN, NEW YORK, OR THE SOUTHERN DISTRICT OF NEW YORK, AS APPLICABLE, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH ACTION. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY ACTION BROUGHT IN ANY SUCH COURT AND EACH PARTY WAIVES ALL DEFENSES OR OBJECTION TO VENUE OF THE FEDERAL OR STATE COURTS IN AND FOR THE BOROUGH OF MANHATTAN, NEW YORK, OR THE SOUTHERN DISTRICT OF NEW YORK, AS APPLICABLE, OF ANY ACTION IN SUCH COURTS AND IRREVOCABLY WAIVES AND AGREES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT AND HEREBY AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO SUCH PARTY, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) MAKER AND PAYEE ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS NOTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, MAKER AND PAYEE IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY ACTION ARISING OUT OF OR RELATING TO THIS NOTE. MAKER AND PAYEE CERTIFY AND ACKNOWLEDGE THAT (i) NO REPRESENTATIVE OF THE OTHER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF ANY ACTION, (ii) MAKER AND PAYEE HAVE CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) MAKER AND PAYEE MAKE THIS WAIVER VOLUNTARILY, AND (iv) MAKER AND PAYEE HAVE BEEN INDUCED TO MAKE AND ACCEPT THIS NOTE BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH IN THIS SECTION 18(c).

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IN WITNESS WHEREOF, this Note is executed as of the date first set forth above.

MAKER:

T3 COMMUNICATIONS, INC.,
a Nevada corporation

By: /s/ Arthur L. Smith

Printed Name: Arthur L. Smith

Title: CEO

DIGERATI TECHNOLOGIES, INC. hereby acknowledges and agrees to Section 4 of this Note and, subject to receipt of a Notice of Conversion, Lock-Up Agreement and Registration Rights Agreement in the form attached hereto from the Payee, to take such actions and execute and deliver all such documents necessary for the conversion of this Note by Payee to the Stock in accordance with the terms and conditions of this Note, including the authorization and valid issuance of the Stock.

DIGERATI TECHNOLOGIES, INC.,
a Nevada corporation

By: Antonio Estrada

Printed Name: /s/ Antonio Estrada

Title: CFO

Signature Page to Unsecured Convertible Promissory Note

EXHIBIT A
NOTICE OF CONVERSION

This NOTICE OF CONVERSION ("**Notice**") is dated and effective as of _____, 20__ (the "**Effective Date**").

WHEREAS, pursuant to the terms of that certain Equity Purchase Agreement, dated as of February 4, 2022 (the "**Equity Purchase Agreement**"), by and among The Jerry and Lisa Morris Revocable Trust Dated November 18, 2002 and Jeffrey Posner (collectively, the "**Sellers**") and T3 COMMUNICATIONS, INC., a Nevada corporation (the "**Buyer**"), the Sellers sold, assigned, transferred, conveyed and delivered, and Buyer purchased, accepted and acquired all of Sellers' equity interests in NEXT LEVEL INTERNET, INC., a California corporation, and Buyer issued to (SELLER) (the "**Payee**") that certain Unsecured Convertible Promissory Note in the original principal amount of \$(2,000,000.00), dated as of February 4, 2022 (the "**Note**"); and

WHEREAS, Payee desires to exercise its right to convert all or a portion of the principal amount of the Note into shares of the Common Stock, \$0.001 par value per share (the "**Stock**") of DIGERATI TECHNOLOGIES, INC., a Nevada corporation (the "**Issuer**"), as set forth in the Note;

NOW, THEREFORE, Payee hereby notifies Maker as follows:

1. **Defined Terms.** Except as otherwise set forth herein, capitalized terms not otherwise defined in this Notice have the meanings set forth in the Equity Purchase Agreement or the Note, as applicable.

2. **Notice of Exercise.** Payee hereby notifies Maker of its election to convert \$ _____ in outstanding principal amount due and payable under the Note into shares of Stock at the Conversion Price in effect as of the Effective Date.

3. **Representations.** Payee hereby represents and warrants to Maker and Issuer as follows:

(ii) Payee is acquiring the Stock for its own account as principal, for investment purposes only, and not with a view to, or for, resale or distribution thereof, in whole or in part in a manner that would require registration under or violate the registration requirements of any state or federal securities Law. Payee has not entered into any contract, undertaking, agreement or arrangement with any Person to sell, transfer or pledge to such Person or to anyone else the Stock, or any part thereof, and Payee has no present plans to enter into any such contract, undertaking, agreement or arrangement.

(iii) Payee is an "accredited investor" as that term is defined under Rule 501 of Regulation D of the Securities Act of 1933, as amended (the "**Securities Act**").

(iv) Payee has been given the opportunity to ask questions of, and receive answers from, Issuer and its officers concerning matters pertaining to Payee's investment in the Stock. Payee acknowledges that it has been furnished all information that it has requested to the extent that Payee considers necessary and advisable, and such information is sufficient upon which to base an investment decision.

(v) Payee understands that the Stock has not been registered under the Securities Act or qualified under the securities Laws of any state and cannot be sold, transferred or assigned unless so registered or qualified or an exemption from such registration or qualification is available. A legend will be placed on any certificates representing the Stock to that effect (and similar restrictions will be recorded in the transfer agent's and registrar's records for any Stock issued in book-entry form), and Issuer may prevent transfers that Issuer reasonably believes do not comply with such requirements.

(vi) Payee understands and is fully aware that no federal or state agency has made any finding or determination as to the fairness of an investment in, or made a recommendation or endorsement of, the Stock.

(vii) Payee has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Stock and of protecting Payee's interests

(viii) Payee understands that it must bear the economic risk of an investment in the Stock for an indefinite period of time. Payee does not require liquidity with respect to the Stock and Payee is capable of bearing the economic risk of investment in the Stock indefinitely and the risk of any decrease in value of the Stock.

IN WITNESS WHEREOF, the Payee has executed this Notice on the day and year first above written.

PAYEE:

(SELLER)

By: _____

Printed Name: _____

Title: _____

EXHIBIT B
LOCK-UP AGREEMENT

This STOCK RESTRICTION AND LOCKUP AGREEMENT (the “*Agreement*”), dated as of _____, 20__ (the “*Effective Date*”), is by and between (SELLER) (the “*Shareholder*”) and DIGERATI TECHNOLOGIES, INC., a Nevada corporation (the “*Issuer*”), relating to shares of Issuer’s Common Stock, with a par value of \$0.001 per share (the “*Common Stock*”).

WHEREAS, Shareholder entered into that certain Equity Purchase Agreement dated as of February 4, 2022 (the “*Equity Purchase Agreement*”), pursuant to which Shareholder sold, assigned, transferred, conveyed and delivered, and T3 COMMUNICATIONS, INC., a Nevada corporation (the “*Buyer*”), purchased, accepted and acquired all of Shareholder’s equity interests in NEXT LEVEL INTERNET, INC., a California corporation; and

WHEREAS, pursuant to the terms of the Equity Purchase Agreement Buyer issued to Shareholder that certain Unsecured Convertible Promissory Note in the original principal amount of \$(2,000,000.00), dated as of February 4, 2022 (the “*Note*”); and

WHEREAS, Shareholder has exercised its right to convert all or a portion of the principal amount of the Note into shares of Common Stock (the “*Restricted Shares*”); and

WHEREAS, as a condition to the exercise of such conversion rights, Issuer requires the execution and delivery of this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Shareholder and Issuer hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.01 Capitalized Terms. Capitalized terms not otherwise defined in this Agreement have the meanings set forth in the Equity Purchase Agreement or the Note, as applicable.

Section 1.02 Interpretation. For purposes of this Agreement, (i) the words “*include*,” “*includes*” and “*including*” shall be deemed to be followed by the words “*without limitation*”; (ii) the word “*or*” is not exclusive; and (iii) the words “*herein*,” “*hereof*,” “*hereby*,” “*hereto*” and “*hereunder*” refer to this Agreement as a whole. Unless the context otherwise requires, references herein to Sections and Exhibits mean the Sections of, and Exhibits attached to, this Agreement. Any reference to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof. Any reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

ARTICLE II
RESTRICTION ON TRANSFER

Section 2.01 Legend Requirements. Shareholder understands and agrees that Issuer shall cause the legends set forth below, or substantially equivalent legends, to be placed upon any certificate(s) evidencing ownership of the Restricted Shares, together with any other legends that may be required by Issuer or by applicable state or federal securities laws:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT OR, IN THE OPINION OF COUNSEL SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND A LOCK-UP PERIOD IN FAVOR OF THE ISSUER OR ITS ASSIGNEE(S) AS SET FORTH IN THE STOCK RESTRICTION AND LOCKUP AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH TRANSFER RESTRICTIONS AND LOCK-UP PERIOD ARE BINDING ON TRANSFEREES OF THESE SHARES.

Section 2.02 Stop-Transfer Notices. Shareholder agrees that to ensure compliance with the restrictions referred to herein, Issuer may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if Issuer transfers its own securities, it may make appropriate notations to the same effect in its own records.

Section 2.03 Refusal to Transfer. Issuer shall not be required (i) to transfer on its books any Restricted Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such Restricted Shares or to accord the right to vote or pay dividends to any transferee to whom such Restricted Shares shall have been so transferred.

Section 2.04 Lock-Up Period. Shareholder shall not, directly or indirectly, (i) sell, offer, assign, pledge, contract to sell, grant any option or contract to purchase, purchase any option or contract to sell, grant any right or warrant to purchase, lend or otherwise transfer, encumber or otherwise dispose of (or enter into any instrument, transaction or device that is designed to, or could be expected to, result in the disposition by any person at any time in the future of) any Restricted Shares or other securities of Issuer, (ii) enter into any swap, hedging, derivative or other arrangement that transfers to another, in whole or in part, any of the economic benefits, risks or consequences of ownership of any Restricted Shares or other securities of Issuer, whether any such transaction is to be settled by delivery of Restricted Shares or other securities, in cash or otherwise, or (iii) publicly disclose the intention to do any of the foregoing, during the period from the Effective Date until the earlier of (i) 180 days after the effective date of a registration statement under the Securities Act of 1933, as amended ("*Securities Act*"), that includes securities to be sold on behalf of the Issuer to the public in an underwritten public offering under the Securities Act or (ii) six months from the Effective Date. Shareholder shall, if so requested by Issuer or any representative of its underwriters, enter into a "lockup" or "market standoff" agreement in a form satisfactory to Issuer and such underwriter in connection with any public offering by Issuer of securities of the same class as the Restricted Shares.

**ARTICLE III
MISCELLANEOUS**

Section 3.01 Consent of Spouse. Within thirty (30) days after issuance of the Restricted Securities or, if Shareholder is not married or in a domestic partnership at the time the Restricted Securities are issued, within thirty (30) days after Shareholder marries, remarries or enters a domestic partnership, Shareholder shall obtain his or her spouse's or domestic partner's acknowledgment of and consent to the existence and binding effect of all restrictions contained in this Agreement by such spouse's or domestic partner's execution and delivery of a Consent of Spouse in the form attached hereto.

Section 3.02 Representations and Warranties of Shareholder. Shareholder hereby represents and warrants to the Issuer that: (i) Shareholder has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby; (ii) this Agreement constitutes the legal, valid and binding obligation of Shareholder, enforceable against Shareholder in accordance with its terms; and (iii) the execution, delivery and performance by Shareholder of this Agreement and the consummation of the transactions contemplated hereby do not (A) conflict with or result in any violation or breach of any provision of any Law applicable to Shareholder, or (B) require any consent or other action by any Person under any provision of any material agreement or other instrument to which Shareholder is party and which has not been obtained prior to or on the date of this Agreement.

Section 3.03 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing (including e-mail transmission) and shall be deemed to have been given (i) if delivered by hand, when such delivery is made; (ii) if sent by a nationally recognized overnight courier, when received by the addressee; (iii) if delivered by e-mail or facsimile, when such e-mail or facsimile is transmitted to the number or e-mail address specified below; or (iv) if sent by certified or registered mail, return receipt requested, postage prepaid to the address specified below, on the day mailed.

If to Shareholder: (SELLER)

With a copy to: Bold Legal LLC
1999 Broadway, Suite 770
Denver, CO 80303
Attention: David J. Kendall

If to Issuer: Digerati Technologies, Inc.
825 W Bitters, Suite 104
San Antonio, Teas 78216
Attention: President

With a copy to: BoyarMiller
2925 Richmond Ave., 14th Floor
Houston, Texas 77098
Attention: Lawrence E. Wilson
Fax: (713) 552-1758

Any party may make changes to the address for notice by delivering a written notice to the other parties in accordance with this Section 3.03.

Section 3.04 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 3.05 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 3.06 Entire Agreement. This Agreement (including any Exhibits) constitutes the entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter.

Section 3.07 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign its rights or obligations hereunder without the prior written consent of the other parties. The foregoing notwithstanding, this Agreement shall be binding upon any assignee or transferee of the Restricted Shares and shall inure to the benefit of any successor of Issuer by merger or consolidation.

Section 3.08 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 3.09 Further Assurances. Each party to this Agreement shall cooperate and take such action as may be reasonably requested by another party to this Agreement in order to carry out the provisions and purposes of this Agreement and the transactions contemplated hereby.

Section 3.10 Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by Shareholder and Issuer.

Section 3.11 Waiver. Any party hereto may (i) extend the time for the performance of any of the obligations contained in this Agreement or other acts required under this Agreement of the other party hereto, (ii) waive any inaccuracies in the representations and warranties of the other party contained herein, and (iii) waive compliance by the other party with any of the agreements or conditions contained herein. Any such waiver shall be valid only if set forth in an instrument in writing signed by the parties. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 3.12 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the internal Laws of the State of New York without giving effect to any choice or conflict of law provision, theory, principles or rule (whether of the State of New York or any other jurisdiction).

(b) ANY ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY MAY BE INSTITUTED IN THE STATE OR FEDERAL COURTS IN AND FOR THE BOROUGH OF MANHATTAN, NEW YORK, OR THE SOUTHERN DISTRICT OF NEW YORK, AS APPLICABLE, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH ACTION. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY ACTION BROUGHT IN ANY SUCH COURT AND EACH PARTY WAIVES ALL DEFENSES OR OBJECTION TO VENUE OF THE FEDERAL OR STATE COURTS IN AND FOR THE BOROUGH OF MANHATTAN, NEW YORK, OR THE SOUTHERN DISTRICT OF NEW YORK, AS APPLICABLE, OF ANY ACTION IN SUCH COURTS AND IRREVOCABLY WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT AND HEREBY AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO SUCH PARTY, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF ANY ACTION, (ii) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 3.11(c).

Section 3.13 Attorneys' Fees With Respect to Litigation. If Shareholder or Issuer initiates any Action involving this Agreement against the other, the prevailing party in such Action or suit shall be entitled to receive reimbursement from the other party for all reasonable attorneys' fees, experts' fees, and other costs and expenses incurred by the prevailing party in respect of that Action, including any and all appeals thereof, and such reimbursement shall be included in judgment or final order issued in such Action.

Section 3.14 Specific Performance. Shareholder acknowledges that (i) irreparable damage would occur in the event that Shareholder fails to comply with any of its obligations contained in this Agreement or in the event of any inaccuracy in any of Shareholder's representations or warranties contained in this Agreement, (ii) every obligation and every representation and warranty of Shareholder contained in this Agreement is material, and (iii) in the event of such failure or inaccuracy, Issuer will not have an adequate remedy at law or in damages. Accordingly, Shareholder agrees that Issuer shall be entitled to seek equitable relief, including an injunction or injunctions, in connection with any breach or threatened breach of this Agreement and to enforce specifically the terms and provisions of this Agreement in any court of the United States or any state having jurisdiction. This paragraph shall not be construed as an election of any remedy, or as a waiver of any right available to Issuer under this Agreement or the Law, including the right to seek damages from Shareholder for a breach of any provision of this Agreement by Shareholder, nor shall this paragraph be construed to limit the rights or remedies available to Issuer under applicable Law for any violation of any provision of this Agreement. Shareholder hereby expressly waives all requirements of posting a bond in any equitable relief sought, injunctive relief or otherwise.

Section 3.15 Counterparts. This Agreement may be signed in counterparts, each of which will be considered an original and all such counterparts will be considered and constitute one and the same Agreement. This Agreement, as executed, may be delivered by facsimile transmission, by electronic mail, or by other electronic transmission, and may be transmitted in portable document format (.pdf) or other electronic or facsimile format. Each such executed facsimile, .pdf, or other electronic record shall be considered an original executed counterpart for purposes of this Agreement. Each party to this Agreement (i) agrees that it will be bound by its own Electronic Signature (as such term is defined immediately below), (ii) accepts the Electronic Signature of each other party to this Agreement, and (iii) agrees that such Electronic Signatures shall be the legal equivalent of manual signatures. The term “*Electronic Signature*” means (a) the signing party’s manual signature on a signature page, converted by the signing party to facsimile or digital form (such as a .pdf file) and received from the signing party’s customary email address, customary facsimile number, or other mutually agreed-upon authenticated source or (b) the signing party’s digital signature executed using a mutually agreed-upon digital signature service provider and digital signature process.

Section 3.16 Counsel. SHAREHOLDER AND ISSUER ACKNOWLEDGE THAT THEY ARE EXECUTING A LEGAL DOCUMENT THAT CONTAINS CERTAIN DUTIES, OBLIGATIONS AND RESTRICTIONS AS SPECIFIED HEREIN. THE PARTIES FURTHERMORE ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED OF THEIR RIGHT TO RETAIN LEGAL COUNSEL, AND THAT THEY HAVE EITHER BEEN REPRESENTED BY LEGAL COUNSEL PRIOR TO THEIR EXECUTION HEREOF OR HAVE KNOWINGLY ELECTED NOT TO BE SO REPRESENTED. SHAREHOLDER AND ISSUER ACKNOWLEDGE AND AGREE THAT BOYARMILLER HAS REPRESENTED ISSUER IN CONNECTION WITH THIS AGREEMENT. FROM TIME TO TIME, AND AT THE REQUEST OF ISSUER, BOYARMILLER MAY RENDER LEGAL ADVICE AND PROVIDE LEGAL SERVICES WITH RESPECT TO ISSUER AND/OR THE BUSINESS OF ISSUER AND RELATED MATTERS AT FEES AND COSTS TO BE PAID BY ISSUER. IN NO EVENT SHALL AN ATTORNEY/CLIENT RELATIONSHIP EXIST BETWEEN BOYARMILLER, ON THE ONE HAND, AND SHAREHOLDER, ON THE OTHER HAND, WITH RESPECT TO ISSUER AND/OR THE BUSINESS OF ISSUER AND RELATED MATTERS AS A RESULT OF ANY SUCH REPRESENTATION.

[Balance of Page Intentionally Blank. Signature Page Follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

ISSUER:

DIGERATI TECHNOLOGIES, INC.

By: _____
Printed Name: _____
Title: _____

SHAREHOLDER:

(SELLER)

By: _____
Printed Name: _____
Title: _____

EXHIBIT C
REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (the “*Agreement*”), dated as of _____, 20__ (the “*Effective Date*”), is by and between (SELLER) (the “*Shareholder*”) and DIGERATI TECHNOLOGIES, INC., a Nevada corporation (the “*Issuer*”), relating to shares of Issuer’s Common Stock, with a par value of \$0.001 per share (the “*Common Stock*”).

WHEREAS, Shareholder entered into that certain Equity Purchase Agreement dated as of February 4, 2022 (the “*Equity Purchase Agreement*”), pursuant to which Shareholder sold, assigned, transferred, conveyed and delivered, and T3 COMMUNICATIONS, INC., a Nevada corporation (the “*Buyer*”), purchased, accepted and acquired all of Shareholder’s equity interests in NEXT LEVEL INTERNET, INC., a California corporation; and

WHEREAS, pursuant to the terms of the Equity Purchase Agreement Buyer issued to Shareholder that certain Unsecured Convertible Promissory Note in the original principal amount of \$(2,000,000.00), dated as of February 4, 2022 (the “*Note*”); and

WHEREAS, Shareholder has exercised its right to convert all or a portion of the principal amount of the Note into shares of Common Stock (the “*Registerable Shares*”); and

WHEREAS, as a condition to the exercise of such conversion rights, Issuer requires the execution and delivery of this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Shareholder and Issuer hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.01 Capitalized Terms. Capitalized terms not otherwise defined in this Agreement have the meanings set forth in the Equity Purchase Agreement or the Note, as applicable. The following terms have the meanings set forth below whenever used in this Agreement.

“*Exchange Act*” means the Securities Exchange Act of 1934.

“*Qualified Public Offering*” means a firm commitment underwritten public offering of Issuer’s Common Stock under the Securities Act with aggregate gross proceeds to Issuer of not less than \$25,000,000 and in which the price per share paid by the public for such shares is at least \$2.50.

“*SEC*” means the United States Securities and Exchange Commission and any successor Governmental Authority.

“*Securities Act*” means the Securities Act of 1933.

Section 1.02 Interpretation. For purposes of this Agreement, (i) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (ii) the word “or” is not exclusive; and (iii) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein to Sections and Exhibits mean the Sections of, and Exhibits attached to, this Agreement. Any reference to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof. Any reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

ARTICLE II REGISTRATION UNDER SECURITIES ACT

Section 2.01 Incidental Registration. If Issuer proposes to file a registration statement to register any of its equity securities under the Securities Act for sale to the public in an underwritten offering for its own account solely for cash (other than on Form S-4 or Form S-8 (each as promulgated under the Securities Act) or their then equivalents, or any other form not available for registering Registerable Securities) (an “**Offering**”), Issuer shall give Shareholder written notice of its intention to do so (a “**Registration Notice**”). Upon the written request of Shareholder, received by Issuer within 15 days after delivery of the Registration Notice, to register any of its Registerable Securities (which request shall state the intended method of disposition thereof), Issuer shall, subject to the provisions of this Agreement, cause to be included in the registration statement to be filed in connection with the Offering, the Registerable Securities that the Shareholder has requested to be registered. Notwithstanding anything contained herein to the contrary, the provisions of this Agreement shall not apply to, and Issuer will have no obligation to include any Registerable Securities in any registration statement filed or proposed to be filed by Issuer in connection with an initial listing of a class of Issuer’s securities on a National Securities Exchange as defined in Section 6 of the Exchange Act (or any successor thereto), including, for the avoidance of doubt, that certain Registration Statement on Form S-1 (File No. 333-258733) initially filed by Issuer with the SEC on August 11, 2021.

Section 2.02 Offering Terms. Notwithstanding anything to the contrary contained herein, Issuer shall have the sole right to select the underwriter in any Offering and to determine the terms and timing of, and whether or not to proceed with, any Offering, in its sole discretion.

Section 2.03 Priority of Registerable Securities. If the managing underwriter in an Offering advises Issuer that in its opinion the number of securities requested to be included in such registration exceeds the number that can be sold in an orderly manner in such Offering within a price range acceptable to Issuer, Issuer will include in such registration (i) first, the securities requested to be included therein by Issuer; (ii) second, securities requested to be included in such registration by Post Road Administrative LLC, its successors or assigns, and their respective affiliates, and (iii) third, the Registerable Securities requested to be included in such registration by Shareholder, pro rata based on the number of Registerable Securities requested to be included in such registration by Shareholder and the number of securities requested to be included in such registration by all other Persons entitled to registration rights under any other agreement. Issuer shall not be required to include any of Shareholder's securities in any registration statement regarding an Offering unless Shareholder accepts the terms of any underwriting or similar agreement as agreed upon between Issuer and the underwriter(s) selected by Issuer; *provided, however*, that Shareholder shall not be required to make any representations or warranties to Issuer or the underwriters (other than representations and warranties regarding such Shareholder, such as Shareholder's ownership of its shares of Common Stock (or other equity securities of the Issuer) to be included in the Offering and such Shareholder's intended method of distribution) or to undertake any indemnification obligations to Issuer, except as otherwise provided in Section 3.02.

Section 2.04 Obligations of Issuer. If Issuer is required under Section 2.01 to include any Registerable Securities in a registration statement filed by Issuer and does not subsequently decide to withdraw or abandon such registration, Issuer shall use its commercially reasonable efforts, as expeditiously as reasonably possible, to:

- (a) prepare and file with the SEC a registration statement with respect to such Registerable Securities and to cause such registration statement to become effective and, upon the request of Shareholder, keep such registration statement effective for a period of up to 90 days or until the distribution contemplated in the registration statement has been completed prior to the expiration of such 90-day period; *provided, however, that* such 90-day period shall be extended for a period of time equal to the period Shareholder refrains from selling any securities included in such registration at the request of the underwriter;
- (b) prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement.
- (c) furnish to Shareholder such number of copies of a prospectus included therein, including a preliminary prospectus, as Shareholder may reasonably request in order to facilitate the disposition of Registerable Securities covered by such registration statement;
- (d) register and qualify, unless an exemption from registration and qualification applies, the resale of the Registerable Securities covered by such registration statement by Shareholder under the securities or "blue sky" Laws of such jurisdictions as shall be reasonably requested by Shareholder; *provided, however, that* Issuer shall not be required in connection therewith or as a condition thereto to (i) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 2.04, (ii) subject itself to general taxation in any such jurisdiction, or (iii) file a general consent to service of process in any such jurisdiction;
- (e) enter into and perform Issuer's obligations under an underwriting agreement, in usual and customary form, with the managing underwriter of such Offering;

(f) notify Shareholder of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing;

(g) cause all such Registerable Securities covered by such registration statement to be listed on each securities exchange on which securities of the same class or series issued by Issuer are then listed, if any, if the listing of such Registerable Securities is then permitted under the rules of such exchange; and

(h) furnish, at the request of Shareholder, on the date that such Registerable Securities are delivered to the underwriters for sale (i) an opinion, dated such date, of the counsel representing Issuer for purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the underwriters, if any, and (ii) a letter dated such date, from the independent certified public accountants of Issuer, in form and substance as is customarily given by independent certified public accountants to underwriters in connection with an underwritten public offering, addressed to the underwriters.

Section 2.05 Obligation of Shareholder. It shall be a condition precedent to the obligations of Issuer to take any action pursuant to this Article II with respect to the Registerable Securities that Shareholder shall:

(a) not disclose to any Person that a Registration Notice has been delivered by Issuer or the terms of any Offering; *provided, however, that* Shareholder may disclose such Registration Notice to its legal and financial advisors that have agreed in writing to retain such information as confidential or are otherwise bound by a legally enforceable duty of confidentiality to Shareholder;

(b) promptly furnish to Issuer in writing such information regarding itself, the Registerable Securities held by it, and the intended method of disposition of such securities as shall be required to effect the registration of such Registerable Securities and to assure compliance with federal and applicable state securities Laws;

(c) enter into and perform its obligations under any underwriting agreement relating to the Offering and any additional agreements reasonably required by Issuer and any applicable underwriting, including any “lock-up” or similar agreement;

(d) in the event of (i) any request by the SEC for amendments or supplements to a registration statement or related prospectus or related information, (ii) of Issuer’s reasonable determination that a post-effective amendment to a registration statement would be appropriate, (iii) the receipt of any request by the SEC or any other Governmental Authority for any additional information relating to the registration statement or any amendment or supplement thereto or any related prospectus, (iv) the issuance of any stop order or any other suspension of a registration statement or the use of any prospectus contained therein, or (v) the suspension of the qualification, or the loss of an exception from qualification, of any of the Registerable Securities for sale in any jurisdiction, immediately, upon Shareholder’s receipt of notice thereof, discontinue disposition of Registerable Securities pursuant to any registration statement(s) covering such Registerable Securities until Shareholder’s receipt of the copies of any required supplemented or amended prospectus or receipt of notice that no supplement or amendment is required; and

(e) not effect any public sale or distribution of securities similar to those being registered or of any securities convertible into or exchangeable or exercisable for such securities or hedging transactions relating to the Registerable Securities, including a sale pursuant to Rule 144 under the Securities Act, during the period beginning five business days prior to the expected date of “pricing” of such Offering and continuing for a period from the date of such final prospectus (or prospectus supplement if the offering is made pursuant to a shelf registration statement) as shall be reasonably requested by the managing underwriter(s) except as part of such Offering.

Section 2.06 Suspension of Registration Statement. If Issuer has filed a registration statement and has included Registerable Securities therein, Issuer shall be entitled to suspend for a reasonable period of time the offer or sale of Registerable Securities pursuant to such registration statement by Shareholder if the Board determines that a suspension is in the best interest of Issuer and its shareholders or there exists material non-public information concerning Issuer. Issuer shall promptly, upon determining to seek a suspension of any registration statement, deliver to Shareholder, a notice stating that Issuer is suspending use of such registration statement pursuant to this Section 2.06 (“*Suspension Notice*”). Upon receipt of a Suspension Notice, Shareholder will immediately cease all efforts to sell or otherwise dispose of any Registerable Securities and pursuant to the registration statement covered by such Suspension Notice until receipt of copies of the supplemented or amended prospectus and will deliver to Issuer all copies of the most recent prospectus covering such Registerable Securities at the time of such Suspension Notice. Following the conclusion of any circumstance resulting in the suspension of a registration statement hereunder, Issuer shall promptly notify Shareholder in writing that it may resume use of the registration statement (“*End of Suspension Notice*”). Shareholder agrees that the fact that a Suspension Notice pursuant to this Section 2.06 has been delivered shall constitute confidential information and agrees not to disclose that such notice has been delivered.

Section 2.07 Expenses. Issuer shall bear and pay all expenses incurred in connection with any registration, filing or qualification of Registerable Securities with respect to the registrations pursuant to Article II, (which right may be assigned as provided in Section 4.06) including all registration, filing, and qualification fees, printers and accounting fees relating or apportionable thereto, but excluding underwriting discounts and commissions relating to Registerable Securities and the fees and disbursements of Shareholder’s counsel.

Section 2.08 Delay of Registration. Notwithstanding anything to the contrary herein, Shareholder shall not have the right to obtain or seek equitable relief, including any injunction, that could restrain or otherwise delay any such registration as a result of any controversy that might arise with respect to the interpretation of this Article II.

Section 2.09 Termination of Registration Rights. The right of Shareholder to request inclusion of Registerable Securities in any registration statement filed by Issuer shall terminate on the earlier of:

- (a) the consummation of a Qualified Public Offering; and
- (b) on the date that all remaining Registerable Securities held by Shareholder may be sold under Rule 144.

Section 2.10 Market “Stand-Off” Agreement. If requested in writing by the underwriters for any underwritten public offering of securities of Issuer, Shareholder shall agree not to sell publicly any Registerable Securities or any other securities of Issuer, without the consent of such underwriters, for a period of not more than 180 days following the effective date of the registration statement relating to such offering, such shorter period as the underwriters may request, or such other reasonable period as may be requested by Issuer or an underwriter to accommodate regulatory restrictions on (a) the publication or other distribution of research reports and (b) analyst recommendations and opinions.

ARTICLE III INDEMNITY

Section 3.01 Indemnity by Issuer. To the extent permitted by Law, in the event of a registration of any of the Registerable Securities under the Securities Act pursuant to Section 2.01, Issuer will indemnify and hold harmless Shareholder, each underwriter of such Registerable Securities thereunder, and each of their respective partners, members, officers and directors and each person, if any, who controls Shareholder or any such underwriter within the meaning of the Securities Act or the Exchange Act, against any losses, claims, damages, or liabilities (joint or several) to which they may become subject under the Securities Act, the Exchange Act or other federal or state securities Law, insofar as such losses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (each, a “*Violation*”):

- (a) any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto;
- (b) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; or
- (c) any violation or alleged violation by Issuer, of the Securities Act, the Exchange Act, any state securities Law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities Law, in any case, relating to the offer or sale of the Registerable Securities pursuant to the registration statement;

and Issuer will reimburse Shareholder, each such underwriter and each such controlling Person for any reasonable and documented legal or other expenses incurred by them in connection with investigating or defending any such loss, claim, damage or liability (or action in respect thereof); *provided, however*, that (i) the indemnity agreement contained in this Section 3.01 shall not apply to amounts paid in settlement of any such loss, claim, damage or liability (or action in respect thereof) if such settlement is effected without the consent of Issuer (which consent shall not be unreasonably withheld, conditioned or delayed), and (ii) Issuer shall not be liable in any such case for any such loss, claim, damage or liability (or action in respect thereof) to the extent that it arises out of or is based upon a Violation which occurs in reliance upon and in conformity with written information furnished by Shareholder or such underwriter or controlling person expressly for use in connection with such registration..

Section 3.02 Indemnity by Shareholder. To the extent permitted by law, Shareholder will indemnify and hold harmless Issuer, each of its directors, each of its officers who has signed the registration statement, each Person, if any, who controls Issuer within the meaning of the Securities Act or the Exchange Act, any underwriter, any other Person selling securities in such registration statement and any controlling Person of any such underwriter or other Person, against any losses, claims, damages, or liabilities (joint or several) to which any of the foregoing Persons may become subject, under the Securities Act, the Exchange Act or other federal or state securities Law, insofar as such losses, claims, damages, or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by Shareholder expressly for use in connection with such registration; and Shareholder will pay, as incurred, any legal or other expenses reasonably incurred by any person intended to be indemnified pursuant to this Section 3.02, in connection with investigating or defending any such loss, claim, damage, liability or Action; *provided, however*, that the indemnity agreement contained in this Section 3.02 shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or Action if such settlement is effected without the consent of Shareholder (which consent shall not be unreasonably withheld, conditioned or delayed).

Section 3.03 Defense of Claims. Promptly after receipt by an indemnified party under this Article III of notice of the commencement of any Action (including any Action by a Governmental Authority), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Article III, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, to assume the defense thereof with counsel mutually satisfactory to the parties; *provided, however, that* an indemnified party shall have the right to retain one separate counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such Action, if materially prejudicial to its ability to defend such Action, shall relieve such indemnifying party of any liability to the indemnified party under this Article III, but the omission so to deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Article III.

Section 3.04 Contribution. If the indemnification provided for in this Article III is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any Loss, Liability, claim, damage, or expense referred to therein, then the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such Loss, Liability, claim, damage, or expense in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other hand in connection with the statements or omissions that resulted in such Loss, Liability, claim, damage, or expense as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission.

Section 3.05 Effect on Indemnity Provisions in Underwriting Agreement. Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in any underwriting agreement entered into in connection with an underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

Section 3.06 Survival. The obligations of Issuer and Shareholder under this Article III shall survive the completion of any offering of Registerable Securities in a registration statement under Article II and otherwise. No indemnifying party, in the defense of any such claim or Action, shall, except with the consent of each indemnified party, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or Action.

ARTICLE IV MISCELLANEOUS

Section 4.01 Consent of Spouse. Within thirty (30) days after issuance of the Registerable Securities or, if Shareholder is not married or in a domestic partnership at the time the Registerable Securities are issued, within thirty (30) days after Shareholder marries, remarries or enters a domestic partnership, Shareholder shall obtain his or her spouse's or domestic partner's acknowledgment of and consent to the existence and binding effect of all restrictions contained in this Agreement by such spouse's or domestic partner's execution and delivery of a Consent of Spouse attached hereto.

Section 4.02 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing (including e-mail transmission) and shall be deemed to have been given (i) if delivered by hand, when such delivery is made; (ii) if sent by a nationally recognized overnight courier, when received by the addressee; (iii) if delivered by e-mail or facsimile, when such e-mail or facsimile is transmitted to the number or e-mail address specified below; or (iv) if sent by certified or registered mail, return receipt requested, postage prepaid to the address specified below, on the day mailed.

If to Shareholder: (SELLER)

With a copy to: Bold Legal LLC
1999 Broadway, Suite 770
Denver, CO 80303
Attention: David J. Kendall

If to Issuer: Digerati Technologies, Inc.
825 W Bitters, Suite 104
San Antonio, Texas 78216
Attention: President

With a copy to: BoyarMiller
2925 Richmond Ave., 14th Floor
Houston, Texas 77098
Attention: Lawrence E. Wilson

Any party may make changes to the address for notice by delivering a written notice to the other parties in accordance with this Section 4.02.

Section 4.03 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 4.04 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 4.05 Entire Agreement. This Agreement (including the Exhibits) constitutes the entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter.

Section 4.06 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign its rights or obligations hereunder without the prior written consent of the other parties. The foregoing notwithstanding, this Agreement shall be binding upon any assignee or transferee of the Registerable Securities and shall be binding upon and inure to the benefit of any successor of Issuer by merger or consolidation.

Section 4.07 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 4.08 Further Assurances. Each party to this Agreement shall cooperate and take such action as may be reasonably requested by another party to this Agreement in order to carry out the provisions and purposes of this Agreement and the transactions contemplated hereby.

Section 4.09 Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by Shareholder and Issuer.

Section 4.10 Waiver. Any party hereto may (i) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (ii) waive any inaccuracies in the representations and warranties of the other parties contained herein or in any document delivered pursuant hereto, and (iii) waive compliance by the other parties with any of the agreements or conditions contained herein. Any such waiver shall be valid only if set forth in an instrument in writing signed by the party or parties to be bound thereby. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 4.11 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the internal Laws of the State of New York without giving effect to any choice or conflict of law provision, theory, principles or rule (whether of the State of New York or any other jurisdiction).

(b) ANY ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY MAY BE INSTITUTED IN THE STATE OR FEDERAL COURTS IN AND FOR THE BOROUGH OF MANHATTAN, NEW YORK, OR THE SOUTHERN DISTRICT OF NEW YORK, AS APPLICABLE, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH ACTION. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY ACTION BROUGHT IN ANY SUCH COURT AND EACH PARTY WAIVES ALL DEFENSES OR OBJECTION TO VENUE OF THE FEDERAL OR STATE COURTS IN AND FOR THE BOROUGH OF MANHATTAN, NEW YORK, OR THE SOUTHERN DISTRICT OF NEW YORK, AS APPLICABLE, OF ANY ACTION IN SUCH COURTS AND IRREVOCABLY WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT AND HEREBY AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO SUCH PARTY, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF ANY ACTION, (ii) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 4.10(c).

Section 4.12 Attorneys' Fees With Respect to Litigation. If Shareholder or Issuer initiates any Action involving this Agreement against the other, the prevailing party in such Action or suit shall be entitled to receive reimbursement from the other party for all reasonable attorneys' fees, experts' fees, and other costs and expenses incurred by the prevailing party in respect of that Action, including any and all appeals thereof, and such reimbursement shall be included in the judgment or final order issued in such Action.

Section 4.13 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof or were otherwise breached. It is accordingly agreed that, subject to Section 2.08, the parties to this Agreement shall be entitled to seek equitable relief, including an injunction or injunctions in connection with any breach or threatened breach of this Agreement and to enforce specifically the terms and provisions of this Agreement in any court of the United States or any state having jurisdiction. This paragraph shall not be construed as an election of any remedy, or as a waiver of any right available to the parties under this Agreement or the Law, including the right to seek damages from the breaching party for a breach of any provision of this Agreement, nor shall this paragraph be construed to limit the rights or remedies available under applicable Law for any violation of any provision of this Agreement. The parties hereby expressly waive all requirements of posting a bond in any equitable relief sought, injunctive relief or otherwise.

Section 4.14 Counterparts. This Agreement may be signed in counterparts, each of which will be considered an original and all such counterparts will be considered and constitute one and the same Agreement. This Agreement, as executed, may be delivered by facsimile transmission, by electronic mail, or by other electronic transmission, and may be transmitted in portable document format (.pdf) or other electronic or facsimile format. Each such executed facsimile, .pdf, or other electronic record shall be considered an original executed counterpart for purposes of this Agreement. Each party to this Agreement (i) agrees that it will be bound by its own Electronic Signature (as such term is defined immediately below), (ii) accepts the Electronic Signature of each other party to this Agreement, and (iii) agrees that such Electronic Signatures shall be the legal equivalent of manual signatures. The term "**Electronic Signature**" means (a) the signing party's manual signature on a signature page, converted by the signing party to facsimile or digital form (such as a .pdf file) and received from the signing party's customary email address, customary facsimile number, or other mutually agreed-upon authenticated source; or (b) the signing party's digital signature executed using a mutually agreed-upon digital signature service provider and digital signature process.

Section 4.15 Counsel. SHAREHOLDER AND ISSUER ACKNOWLEDGE THAT THEY ARE EXECUTING A LEGAL DOCUMENT THAT CONTAINS CERTAIN DUTIES, OBLIGATIONS AND RESTRICTIONS AS SPECIFIED HEREIN. THE PARTIES FURTHERMORE ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED OF THEIR RIGHT TO RETAIN LEGAL COUNSEL, AND THAT THEY HAVE EITHER BEEN REPRESENTED BY LEGAL COUNSEL PRIOR TO THEIR EXECUTION HEREOF OR HAVE KNOWINGLY ELECTED NOT TO BE SO REPRESENTED. SHAREHOLDER AND ISSUER ACKNOWLEDGE AND AGREE THAT BOYARMILLER HAS REPRESENTED ISSUER IN CONNECTION WITH THIS AGREEMENT. FROM TIME TO TIME, AND AT THE REQUEST OF ISSUER, BOYARMILLER MAY RENDER LEGAL ADVICE AND PROVIDE LEGAL SERVICES WITH RESPECT TO ISSUER AND/OR THE BUSINESS OF ISSUER AND RELATED MATTERS AT FEES AND COSTS TO BE PAID BY ISSUER. IN NO EVENT SHALL AN ATTORNEY/CLIENT RELATIONSHIP EXIST BETWEEN BOYARMILLER, ON THE ONE HAND, AND SHAREHOLDER, ON THE OTHER HAND, WITH RESPECT TO ISSUER AND/OR THE BUSINESS OF ISSUER AND RELATED MATTERS AS A RESULT OF ANY SUCH REPRESENTATION.

[Balance of Page Intentionally Blank. Signature Page Follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

ISSUER:

DIGERATI TECHNOLOGIES, INC.

By: _____
Printed Name: _____
Title: _____

SHAREHOLDER:

(SELLER)

By: _____
Printed Name: _____
Title: _____

CERTAIN INFORMATION IDENTIFIED WITH THE FOLLOWING MARK: [*] HAS BEEN OMITTED FROM THIS EXHIBIT BECAUSE IT IS BOTH (i) NOT MATERIAL AND (ii) WOULD LIKELY BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.**

TERM LOAN C NOTE

\$10,000,000.00

February [], 2022
Stamford, Connecticut

The undersigned, for value received, promises to pay to the order of **POST ROAD SPECIAL OPPORTUNITY FUND II LP**, a Delaware limited partnership (the "Lender"), at the principal office of **POST ROAD ADMINISTRATIVE LLC** (the "Administrative Agent") in Stamford, Connecticut the aggregate unpaid amount of Term Loan C made to the undersigned by the Lender pursuant to the Credit Agreement referred to below (as shown on the schedule attached hereto (and any continuation thereof) or in the records of the Lender), such principal amount to be payable on the dates set forth in the Credit Agreement.

The undersigned further promises to pay interest on the unpaid principal amount of Term Loan C from the Second Amendment Closing Date until such Term Loan C is Paid in Full, payable at the rate(s) and at the time(s) set forth herein and in the Credit Agreement. Payments of both principal and interest are to be made in lawful money of the United States of America.

The unpaid principal amount of Term Loan C shall bear interest for the period commencing on the Second Amendment Closing Date through the date Term Loan C is Paid in Full in cash or same day funds at a rate equal to (A) LIBOR (with a set Interest Period) *plus* (B) 12.0% per annum. Notwithstanding anything herein or in the Credit Agreement to the contrary, any payment made in respect of Term Loan C pursuant to the terms of this Term Loan C Note (this "Note") or the Credit Agreement (as hereinafter defined) (or deemed made due to an acceleration (whether optional or automatic) of the Obligations) shall be accompanied with an additional amount (such amount, the "MOIC Amount"), sufficient to achieve (i) a *** to 1.00 multiple of invested capital with respect to Term Loan C ("MOIC") if paid on or before the three (3) month anniversary of the Second Amendment Closing Date, (ii) a *** to 1.00 MOIC if paid after the three (3) month anniversary but on or before the six (6) month anniversary of the Second Amendment Closing Date, (iii) a *** to 1.00 MOIC if paid after the six (6) month anniversary but on or before the nine (9) month anniversary of the Second Amendment Closing Date, (iv) a *** to 1.00 MOIC if paid after the nine (9) month anniversary but on or before the twelve (12) month anniversary of the Second Amendment Closing Date, and (v) a *** to 1.00 MOIC if paid after the twelve (12) month anniversary of the Second Amendment Closing Date, each on the aggregate principal amount repaid since the Second Amendment Closing Date. MOIC shall be calculated based on (i) the sum of all fees, interest, premiums, principal and other payments received in cash by the Lenders in respect of the Obligations since the Second Amendment Closing Date (excluding, for the avoidance of doubt, any Administrative Agent's Fees pursuant to Section 4.1 of the Credit Agreement, any original issue discount fees pursuant to Section 4.2 of the Credit Agreement, and any reimbursement of out of pocket costs or expenses and any indemnification payments made to the Lenders not in respect of the Obligations), as the numerator and (ii) the highest principal amount at any time outstanding under this Note, as the denominator. For the avoidance of doubt, in addition to the foregoing, the Obligations may bear interest at the Default Rate pursuant to Section 3.2 of the Credit Agreement and the undersigned may elect to defer until the Maturity Date payment of accrued and unpaid interest on Term Loan C pursuant to Section 3.3 of the Credit Agreement.

All Obligations shall be due and payable on the earlier of (A) August [4], 2023, or (B) the date to which the Obligations are accelerated pursuant to ARTICLE XIII of the Credit Agreement. Notwithstanding the foregoing, if at any time during the term of the Credit Agreement the Loan Parties, when evaluated on a consolidated basis amongst all Loan Parties collectively, achieve a Senior Net Leverage Ratio of at least *** to 1.00 (as set forth in a duly completed compliance certificate), then Term Loan C shall be recapitalized and added to the principal amount of Term Loan A (such occurrence, the "Senior Net Leverage Ratio Recapitalization").

This Note evidences indebtedness incurred under, and is subject to the terms and provisions of, the Credit Agreement, dated as of November 17, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; terms not otherwise defined herein are used herein as defined in the Credit Agreement), among the undersigned, certain Persons (including the Lender) and the Administrative Agent, to which Credit Agreement reference is hereby made for a statement of the terms and provisions under which this Note may or must be paid prior to its due date or its due date accelerated.

This Note is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State.

[Signature page follows.]

Signature Page to Term Note

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

T3 COMMUNICATIONS, INC.,
a Nevada corporation

By: _____
Name: _____
Title: _____

Signature Page to Term Note

EQUITY PURCHASE AGREEMENT

This EQUITY PURCHASE AGREEMENT (“*Agreement*”), dated as of February 4, 2022, is by and among THE JERRY AND LISA MORRIS REVOCABLE TRUST DATED NOVEMBER 18, 2002 (“*Morris*”), JEFFREY POSNER (“*Posner*” and each of Morris and Posner, a “*Seller*” and collectively, the “*Sellers*”), DIGERATI TECHNOLOGIES, INC., a Nevada corporation (“*Parent*”), and T3 COMMUNICATIONS, INC., a Nevada corporation and controlled subsidiary of Parent (“*Buyer*”).

WHEREAS, the Sellers own all of the issued and outstanding equity interests of every class and series, and all rights to subscribe for or acquire equity interests by exercise or exchange, as more fully set forth in **Schedule 1** (collectively, the “*Shares*”) of NEXT LEVEL INTERNET, INC., a California corporation (the “*Company*”); and

WHEREAS, the Company is engaged in the business of providing cloud-based Unified Communications-as-a-Service, collaboration, contact center, managed connectivity and other voice and data services to small, medium and large enterprises (hereinafter, the “*Business*”); and

WHEREAS, Buyer desires to acquire the Shares from the Sellers and the Sellers desire to sell the Shares to Buyer;

NOW, THEREFORE, in consideration of mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I
CERTAIN DEFINITIONS; INTERPRETATION**

Section 1.01 Capitalized Terms. Capitalized terms not otherwise defined in this Agreement have the meanings set forth in the **Appendix**.

Section 1.02 Interpretation. For purposes of this Agreement, (i) the words “*include*”, “*includes*” and “*including*” shall be deemed to be followed by the words “*without limitation*”; (ii) the word “*or*” is not exclusive; and (iii) the words “*herein*”, “*hereof*”, “*hereby*”, “*hereto*” and “*hereunder*” refer to this Agreement as a whole. Unless the context otherwise requires, references herein to Sections, Disclosure Schedules, Appendices and Exhibits mean the Sections of, and Disclosure Schedules, Appendices and Exhibits to, this Agreement. Any reference to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof. Any reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules, Appendices and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

ARTICLE II
PURCHASE AND SALE OF EQUITY INTERESTS; PURCHASE PRICE

Section 2.01 Purchase and Sale of Shares. Upon and subject to the terms set forth in this Agreement, on the Closing Date, Buyer does hereby purchase from the Sellers, and the Sellers do hereby sell to Buyer, the Shares, free and clear of all Encumbrances.

Section 2.02 Purchase Price. The aggregate consideration payable by Buyer for the Shares is the sum of the following amounts (the “**Purchase Price**”), paid and to be paid by Buyer as set forth below:

(a) an amount equal to EIGHT MILLION, NINE HUNDRED THOUSAND and NO/100 UNITED STATES DOLLARS (\$8,900,000.00), *minus* the sum of (i) \$25,000.00 paid by Buyer in connection with that certain letter agreement dated January 25, 2022 (the receipt of which is hereby acknowledged by Sellers), (ii) up to \$30,000.00 in Transaction Expenses incurred after December 31, 2021 and paid by the Company out of Cash from operations prior to the Closing, (iii) the aggregate amounts set forth in the Payoff Letters, (iv) Transaction Expenses outstanding as of the Closing Date, and (v) any Indebtedness of the Company outstanding as of the Closing Date, paid by Buyer to the Sellers on the Closing Date, pro rata in accordance with the Ownership Percentages, by wire transfer of immediately available funds to the bank accounts designated by the Sellers at least two business days before the Closing;

(b) the amounts set forth in the Payoff Letters, paid by Buyer on behalf of the Company to the holders of the Indebtedness set forth in such Payoff Letters on the Closing Date, by wire transfer of immediately available funds in accordance with the Payoff Letters;

(c) the amount of Transaction Expenses outstanding as of the Closing Date, paid by Buyer on behalf of the Company to the Persons entitled thereto, by wire transfer of immediately available funds (subject to applicable withholdings, if any);

(d) the amount of TWO MILLION and NO/100 UNITED STATES DOLLARS (\$2,000,000.00), to be paid by Buyer to Sellers, pro rata in accordance with the Ownership Percentages, in accordance with the unsecured adjustable promissory notes issued by Buyer on the Closing Date (the “**Adjustable Notes**”); and

(e) the amount of TWO MILLION and NO/100 UNITED STATES DOLLARS (\$2,000,000.00), to be paid by Buyer to Sellers, pro rata in accordance with the Ownership Percentages, in accordance with the unsecured convertible promissory notes issued by Buyer on the Closing Date (the “**Convertible Notes**”).

Section 2.03 Estimated Net Working Capital. At least two business days prior to the Closing, the Sellers shall and shall cause the Company to deliver to Buyer an estimated balance sheet of the Company as of the Closing Date (the “*Estimated Closing Balance Sheet*”) and a calculation by the Company of the estimated Net Working Capital of the Company as of the Closing Date (“*Estimated Net Working Capital*”) based upon the Estimated Closing Balance Sheet, together with a certificate signed by each Seller and the chief executive officer of the Company, certifying that each of the Estimated Closing Balance Sheet and the calculation of Estimated Net Working Capital were prepared in accordance with GAAP in good faith from the books and records of the Company. Prior to the Closing, the Sellers shall cause the Company to provide Buyer and its representatives copies of all records and work papers used in preparing the Estimated Closing Balance Sheet and the computation of the Estimated Net Working Capital and reasonable access to the employees and advisors of the Company who prepared such information and calculations.

Section 2.04 Post-Closing Adjustment.

(a) *Calculation of Net Working Capital*. Within 10 days after the filing of the Current Report on Form 8-K (or an amendment thereto) that includes the Company’s audited financial statements as of the Closing Date in accordance with Section 6.01, Buyer shall prepare and deliver to the Sellers a statement in the form attached as EXHIBIT A (the “*Closing Statement*”), setting forth Buyer’s good faith calculation of Net Working Capital as of the Closing Date based upon such audited financial statements, along with copies of any working papers, trial balances and similar materials relating to the Closing Statement prepared by or on behalf of Buyer.

(b) *Examination of Closing Statement*. The Sellers shall review the Closing Statement to confirm the accuracy of the Closing Statement and Buyer’s calculation of Net Working Capital as of the Closing Date set forth therein. If the Sellers fail to give Buyer written notice of any Disputed Amounts within 30 days after the Sellers received the Closing Statement (the “*Review Period*”), then the Closing Statement and the calculation of Net Working Capital as of the Closing Date shall become final and binding on all parties for all purposes.

(c) *Disputes*. If the Sellers give Buyer written notice of any calculations set forth in the Closing Statement that the Sellers dispute in good faith on or before the expiration of the Review Period (“*Disputed Amounts*”), then Buyer and the Sellers shall attempt in good faith to agree on any adjustments that should be made to the Closing Statement. If Buyer and the Sellers reach agreement with respect to all of the Disputed Amounts, the Closing Statement as modified to reflect such agreement shall become final and binding on all parties for all purposes. If Buyer and the Sellers are unable to resolve any Disputed Amounts within 60 days after the Sellers received the Closing Statement, Buyer and the Sellers will engage a mutually agreed upon independent public accounting firm that has no prior relationship with the Company or Buyer (the “*Independent Accountant*”) to resolve, exclusively, such unresolved Disputed Amounts. The Independent Accountant shall make its determination regarding such unresolved Disputed Amounts by calculating such amounts in a manner consistent with GAAP and the definitions of the components of Net Working Capital included in this Agreement. If unresolved Disputed Amounts are submitted to the Independent Accountant for resolution, Buyer and the Sellers shall each furnish or cause to be furnished to the Independent Accountant such work papers and other documents and information relating to the unresolved Disputed Amounts as the Independent Accountant may reasonably request and are available to the parties or their respective agents and shall be afforded the opportunity to present to the Independent Accountant any materials relating to the unresolved Disputed Amounts and to discuss the unresolved Disputed Amounts with the Independent Accountant. The decision of the Independent Accountant with respect to the unresolved Disputed Amounts shall be provided in writing and, if possible, be made within 10 days after the engagement of the Independent Accountant and shall be final and binding on all parties for all purposes. The Closing Statement shall be revised, if necessary, to reflect the final determination of the components thereof. The fees, costs and expenses of the Independent Accountant (i) will be borne by the Sellers, in the proportion that the aggregate dollar amount of the unresolved Disputed Amounts that are unsuccessfully disputed by the Sellers (as finally determined by the Independent Accountant) bears to the aggregate dollar amount of all unresolved Disputed Amounts, and (ii) will be borne by Buyer in the proportion that the aggregate dollar amount of the unresolved Disputed Amounts that are successfully disputed by the Sellers (as finally determined by the Independent Accountant) bears to the aggregate dollar amount of all unresolved Disputed Amounts.

(d) *Post-Closing Adjustment*. Within three business days after final determination of Net Working Capital in accordance with this Section 2.04, but not earlier than 120 days after the Closing Date, (i) Buyer shall pay to the Sellers by wire transfer an amount equal to the amount by which Net Working Capital set forth in the Closing Statement is more than the Net Working Capital Upper Limit, pro rata in accordance with the Ownership Percentages, and the Purchase Price shall be increased accordingly; and (ii) Sellers shall, jointly and severally, pay to Buyer by wire transfer an amount equal to the amount by which Net Working Capital set forth in the Closing Statement is less than the Net Working Capital Lower Limit, and the Purchase Price shall be reduced accordingly.

Section 2.05 Tax Treatment. Any amounts paid by Buyer or the Sellers pursuant to Section 2.04 shall be treated by the parties for Tax purposes as an adjustment to the consideration paid for the Shares.

ARTICLE III REPRESENTATIONS OF THE SELLERS

Except as set forth on the Disclosure Schedules (it being understood that no matter disclosed in any Section of the Disclosure Schedules shall be deemed to be a disclosure for purposes of any other Section of the Disclosure Schedules except to the extent that the applicability of such disclosure to such other Section of the Disclosure Schedules is reasonably apparent on its face), each Seller severally, as to itself and not as to any other Seller, represents and warrants to Buyer that the statements contained in this Article III are true and correct as of the Closing Date.

Section 3.01 Powers and Capacity of the Sellers. Such Seller has all necessary legal capacity, powers and authority to enter into this Agreement and the other Transaction Documents to which it is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby.

Section 3.02 Authorization, Execution and Enforceability of Agreement. This Agreement has been duly executed and delivered by such Seller and (assuming due authorization, execution and delivery by Buyer) constitutes a legal, valid and binding obligation of such Seller, enforceable against such Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). Each other Transaction Document to which such Seller is a party has been duly executed and delivered by such Seller and (assuming due authorization, execution and delivery by each other party thereto), constitutes a legal and binding obligation of such Seller enforceable against such Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 3.03 No Conflicts; Consents. The execution, delivery and performance by such Seller of this Agreement and the other Transaction Documents to which such Seller is a party, and the consummation of the transactions contemplated hereby and thereby, does not: (i) result in a violation or breach of any provision of any Law or License applicable to such Seller; (ii) require the consent, notice, vote, approval, authorization, order or other action of, or filing or registration with, any Person; (iii) conflict with, result in a violation or breach of, constitute a default under or result in the acceleration or termination of, or give any Person the right to accelerate or terminate any, Contract to which such Seller is a party or by which any of such Seller's properties are bound; or (iv) result in the creation or imposition of any Encumbrance on any Shares owned by such Seller.

Section 3.04 Ownership of Shares. Such Seller is the sole beneficial and record owner of the Shares and is entitled to receive the Ownership Percentage set forth opposite its name on Schedule 1, free and clear of all Encumbrances. Such Seller has the right, power and authority to sell, assign and transfer the Shares set forth opposite such Seller's name on Schedule 1 to Buyer in accordance with this Agreement and, subject to this Agreement, Buyer has acquired good, valid and indefeasible title to the Shares set forth opposite such Seller's name on Schedule 1, free and clear of all Encumbrances other than Encumbrances created by Buyer.

Section 3.05 Restrictions on Transfer. Such Seller is not a party to any preemptive rights, options, warrants, purchase rights or other Contracts that would require such Seller to sell, transfer or otherwise dispose of the Shares owned by such Seller to any Person other than Buyer or prohibit or conflict with such Seller's obligations under this Agreement. Such Seller is not a party to any voting trust, proxy or other agreement or understanding with respect to the voting of the Shares owned by such Seller.

Section 3.06 Solvency. Such Seller is solvent for all purposes under federal bankruptcy and applicable state fraudulent transfer and fraudulent conveyance Laws. The sale of the Shares owned by such Seller in accordance with this Agreement does not render such Seller insolvent and does not constitute a fraudulent transfer or conveyance under such Laws.

Section 3.07 Brokers and Finders. Other than Sellers' engagement of Q Advisors LLC, neither such Seller nor any Affiliate of such Seller (including the Company) has retained, engaged or entered into any Contract that would entitle any Person to a broker's commission, finder's fee, investment banker fee, introduction fee or similar payment in connection with the negotiation, execution, delivery or performance of this Agreement or the other Transaction Documents or the consummation of the transactions contemplated hereby or thereby.

Section 3.08 Bad Actor Representation. Neither Seller nor any of Seller's owners, officers, directors or Affiliates (as applicable) is or has been: (i) convicted in a criminal proceeding or named as a subject of a pending criminal proceeding (excluding traffic violations and other minor offenses); (ii) subject to any order, judgment or decree (not subsequently reversed, suspended or vacated) of any court of competent jurisdiction permanently or temporarily enjoining it from, or otherwise imposing limits or conditions on it in connection with, engaging in any securities, investment advisory, banking, insurance or other type of business or acting as an officer or director of a public company; (iii) found by a court of competent jurisdiction in any Action or by any Governmental Authority to have violated any Laws, or been under investigation in connection with such violations or alleged violations; or (iv) engaged in other conduct that would be required to be disclosed in a prospectus under Item 401(f) of SEC Regulation S K if Seller were a covered person.

ARTICLE IV REPRESENTATIONS OF SELLERS RELATING TO THE COMPANY

Except as set forth on the Disclosure Schedules (it being understood that no matter disclosed in any Section of the Disclosure Schedules shall be deemed to be a disclosure for purposes of any other Section of the Disclosure Schedules except to the extent that the applicability of such disclosure to such other Section of the Disclosure Schedules is reasonably apparent on its face), the Sellers, jointly and severally, represent and warrant to Buyer that the statements contained in this Article IV are true and correct as of the Closing Date.

Section 4.01 Organization and Qualification of the Company. The Company is duly organized, validly existing and in good standing under the Laws of the State of California and has all necessary powers and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on the Business as currently conducted and contemplated to be conducted. Except as would not, individually or in the aggregate, be expected to have a Material Adverse Effect, the Company is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the ownership or lease of its assets or the operation of the Business as currently conducted or as conducted within the last two years makes such licensing or qualification necessary.

Section 4.02 Capitalization.

(a) Section 4.02(a) of the Disclosure Schedules sets forth a true and complete list, including the name of the beneficial owner, of (i) all issued and outstanding equity securities of the Company, (ii) all outstanding options, warrants, subscription rights, conversion rights and other rights to acquire any equity securities of the Company, and (iii) all Contracts relating to the issuance of any equity securities of the Company or rights to subscribe for or acquire equity securities of the Company.

(b) The Shares are duly and validly authorized and issued, fully paid and non-assessable, and have been offered, issued, sold and delivered in compliance with the Company's Organizational Documents and all applicable state and federal securities Laws.

(c) The Company has no obligation to purchase, redeem or otherwise acquire any of the Shares and there are no preemptive rights, rights of first refusal, put or call rights or anti-dilution rights with respect to the issuance, sale or redemption of the Shares.

(d) Except as set forth in Section 4.02(d) of the Disclosure Schedules, there are no outstanding (i) equity appreciation, phantom equity, profit participation or similar rights with respect to the Company or (ii) voting trusts, proxies, equity holder agreements or other understandings related to the voting of any outstanding voting securities of the Company.

Section 4.03 Subsidiaries. The Company has not had, and has never had, any direct or indirect Subsidiaries. The Company does not own, directly or indirectly, any securities of any Person and is not under any current or obligation to form or participate in, provide funds to, make any loan, capital contribution or other investment in or assume any liability or obligation of, any Person.

Section 4.04 Corporate Records. True and complete copies of the Organizational Documents of the Company, all equity records, and all minute books and records of the Company have been delivered or otherwise made available to Buyer. The Organizational Documents of the Company and all records of actions taken by the board of directors and shareholders of the Company have been maintained in the Ordinary Course of Business and accurately reflect, in all material respects, all transactions of the Company requiring approval of the board of directors or shareholders. The minute books and records of the Company contain true and complete copies of any minutes taken at meetings of the boards of directors and of the shareholders of the Company and of written resolutions in lieu of meetings executed by the shareholders or such boards of directors. The Company is not in violation of its Organizational Documents.

Section 4.05 No Conflicts; Consents. Except as set forth in Section 4.05 of the Disclosure Schedules, the execution, delivery and performance of this Agreement and the other Transaction Documents, and the consummation of the transactions contemplated hereby and thereby, does not: (i) result in a violation or breach of any provision of any Law or License applicable to the Company; (ii) require the consent, notice, vote, approval, authorization, order or other action of, or filing or registration with, any Person; (iii) violate or constitute a breach or violation of any provision of the Organizational Documents of the Company; (iv) conflict with, result in a violation or breach of, constitute a default under or result in the acceleration or termination of, or give any Person the right to accelerate or terminate any, Contract to which the Company is a party or by which any of the Company's properties are bound; (v) result in the creation or imposition of any Encumbrance on any assets of the Company.

Section 4.06 Financial Statements; No Undisclosed Liability.

(a) The Company has established and maintains a system of internal controls over financial reporting sufficient to provide reasonable assurance (i) regarding the reliability of the Company's financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, (ii) the receipts and expenditures of the Company are being made only in accordance with the authorization of the Company's management and directors, and (iii) regarding prevention or timely detection of the unauthorized acquisition, use or disposition of assets of the Company that could have a material effect on financial statements of the Company. Neither the Company nor the personnel who have responsibility for preparation of financial or accounting information for the Company have identified or been made aware of any significant deficiency or material weakness in the system of internal accounting controls utilized by the Company, any fraud, whether or not material, that involves the Company's management or any of its personnel, or any claim or allegation regarding any of the foregoing.

(b) The Company has delivered to Buyer audited financial statements, consisting of the balance sheet as at July 31, 2020 and July 31, 2021 and the related statements of income and retained earnings, stockholders' equity and cash flow for the years then ended (the "**Annual Financial Statements**") and unaudited financial statements, consisting of the balance sheet as of October 31, 2021 and the related statements of income and retained earnings, stockholders' equity and cash flow for the three months then ended (the "**Interim Financial Statements**") and, together with the Annual Financial Statements, the "**Financial Statements**").

(c) The Financial Statements are true, accurate and complete, were prepared in accordance with GAAP. The Financial Statements are based on the books and records of the Company, and fairly and accurately present in all material respects the financial condition of the Company as of the respective dates they were prepared and the results of the operations of the Company for the periods indicated.

(d) The Company has no Liabilities except (i) Liabilities which are adequately reflected or reserved against in the Interim Financial Statements, (ii) current Liabilities which have been incurred in the Ordinary Course of Business since the date of the Interim Financial Statements, and which are not, individually or in the aggregate, material in amount, and (iii) Liabilities incurred pursuant to this Agreement and the other Transaction Documents and the transactions contemplated hereby and thereby. The Company has not entered into any transactions involving factoring of receivables, synthetic leases, off-balance sheet arrangements or the use of special purpose entities for any off-balance sheet activity.

Section 4.07 Indebtedness.

(a) Section 4.07(a) of the Disclosure Schedules sets forth a true and complete list of all the Indebtedness of the Company. There is no default under any Contract relating to Indebtedness and no event has occurred that, with or without notice, the passage of time or both notice and the passage of time is, or would be, a default under any Contract relating to Indebtedness or has resulted, or could result, in the acceleration or termination of any Indebtedness or give any Person the right to accelerate or terminate any Indebtedness.

(b) With respect to the Indebtedness of the Company to the Small Business Administration Loan #1979479109, effective as of October 8, 2021, in the original principal amount of \$200,000 (the “**SBA Loan**”), (i) the Company made the representations, authorizations, and certifications required by the Small Business Administration’s Application Form (OMB Control Number 1545-1872), (ii) such representations, authorizations, and certifications were accurate and correct at the time they were made, and (iii) the SBA Loan proceeds were used only as set forth in such application and in accordance with all rules set forth, enacted or promulgated by the Small Business Administration or other Governmental Authority with respect to such loans. The Sellers have provided to Buyer true, correct, and complete copies of all documents received by the Company with respect to the SBA Loan. The Company has been and is in full compliance with the terms of the SBA Loan.

Section 4.08 PPP Matters.

(a) Except for the PPP Loan, the Company has not applied for, or directly or indirectly accepted or received, any benefit (monetary or otherwise), loan, payment, funding, credit, relief, forgiveness or deferral arising under the CARES Act, the Families First Corona Virus Response Act, the Coronavirus Preparedness and Response Supplemental Appropriations Act or any similar Law enacted or promulgated by a Governmental Authority in response to or in connection with the Coronavirus Disease 2019 (COVID-19) or any mutation, strain or variant thereof, or any similar or related disease caused by the SARS-CoV-2 virus (all as in effect from time to time, together with all amendments thereto and all regulations and guidance issued by any Governmental Authority with respect thereto, regardless of the date enacted adopted, issued or implemented, the “**COVID Relief Laws**”).

(b) As of each of (i) the date of the Company’s submission of the application for the PPP Loan (the “**Loan Application**”), (ii) the date the Company executed any definitive documentation for or certifications in respect of the PPP Loan (collectively, the “**Loan Documents**”), and (iii) the date the PPP Loan was funded, the Company satisfied all eligibility requirements for the PPP Loan.

(c) All information and certifications included in the Loan Application and all representations, warranties and certifications included in the Loan Documents were complete and accurate as of the date submitted, made or certified, as applicable, and, in the case of all such certifications, were made in good faith following due inquiry and discussion. Without limiting the foregoing, the Company truthfully and accurately represented, warranted and certified to all applicable Governmental Authorities and the PPP Lender that (i) the economic uncertainty existing at the time the Company applied for the PPP Loan made the PPP Loan necessary to support the Company’s ongoing operations, (ii) the funds received pursuant to the PPP Loan would be used to retain workers and maintain payroll or to make lease and utility payments, (iii) the Company had not received, and would not receive, any other loan under the ‘Paycheck Protection Program’ (as described in the CARES Act), and (iv) all the information provided in the Loan Application and the supporting documents related thereto, was true and accurate in all material respects as of the date of such application, including the Tax documents provided to enable the PPP Lender to calculate the amount of the PPP Loan.

(d) The Company submitted an application for forgiveness of the PPP Loan on December 22, 2020 (the “**Forgiveness Application**”), which application was prepared following due inquiry and investigation. All information included in the Forgiveness Application was complete and accurate as of the date of submission and all certifications required to be made pursuant to the Forgiveness Application were made in good faith as of such date. The PPP loan was forgiven and marked “Paid in Full” on January 13, 2021.

(e) In connection with the Loan Application, the execution and delivery of the Loan Documents, the receipt of the PPP Loan thereunder, the use of proceeds thereof, the Forgiveness Application, and the repayment or forgiveness of the PPP Loan, the Company was and remains in full compliance with all provisions, rules and regulations under all COVID Relief Laws.

(f) The Company has not used the PPP Loan proceeds in any manner, or taken any other action, that violates the terms of any COVID Relief Laws.

Section 4.09 Title to and Sufficiency of Assets.

(a) The Company has good and valid title to all assets reflected on the Financial Statements or acquired after the date of the Financial Statements, exclusive of any such assets disposed of in the Ordinary Course of Business since the date of the Interim Financial Statements, free and clear of all Encumbrances other than Permitted Encumbrances (collectively, the “*Assets*”).

(b) The Assets (i) are in good operating condition and repair (reasonable wear and tear excepted), (ii) are reasonably suitable for the purposes for which they are presently being used, and (iii) constitute all of the assets, properties and rights that are necessary for the conduct of the Business as currently conducted or intended to be conducted. Except for the Assets, there are no other assets, properties or rights, that are required by the Company, or that will be required by Buyer after the Closing, to conduct the Business in a manner consistent in all material respects with the manner in which the Company currently conducts the Business.

Section 4.10 Accounts Receivable. All Accounts Receivable reflected on the Financial Statements or arising after the date of the Financial Statements (i) represent valid, bona fide, undisputed, third party obligations relating to bona fide arms’ length transactions entered into by the Company involving the sale of goods or services in the Ordinary Course of Business, (ii) are valid and enforceable and not subject to any set-off, counterclaim or trade discounts, and (iii) are reflected in the Financial Statements in accordance with GAAP (except to the extent that they arose after the date of the Financial Statements). The reserve for bad debts reflected in the Financial Statements or, with respect to Accounts Receivable arising after the date of the Financial Statements, on the accounting records of the Company has been determined in accordance with GAAP, subject to normal year-end adjustments, which are not expected to be material. The Company has not received notice that any Accounts Receivable are not collectible in the Ordinary Course of Business in an amount in excess of the reserves for bad debts reflect in the Financial Statements and, to the Knowledge of the Company, no bankruptcy, insolvency or similar proceedings has been commenced by or against any obligor of an Account Receivable.

Section 4.11 Real Property.

(a) Section 4.11(a) of the Disclosure Schedules sets forth a legal description of all interests in real property owned by the Company (the “***Owned Real Property***”). The Company owns good, valid and marketable fee title to each parcel of Owned Real Property free and clear of all Encumbrances other than Permitted Encumbrances. The Company has made available to Buyer true, correct and complete copies of all title insurance policies, surveys, or other ownership documents in the possession or control of the Company that are related to the Owned Real Property. Except as set forth in Section 4.11(a) of the Disclosure Schedules, the Company has not leased, assigned or otherwise granted to any Person the right to use or occupy all or any portion of the Owned Real Property.

(b) Section 4.11(b) of the Disclosure Schedules lists all real property leased by the Company or occupied or used in or necessary for the conduct of the Business as currently conducted (collectively, the “***Leased Real Property***” and together with the Owned Real Property, the “***Real Property***”). The Company has provided Buyer with a true, correct and complete copy of all leases, subleases, co-location agreements, licenses and other agreements, including all amendments, extensions, renewals and guaranties pursuant to which the Company holds or occupies the Leased Real Property (collectively, the “***Leases***”). Each of the Leases is valid, binding and in full force and effect, and enforceable by the Company in accordance with its terms, except where enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors’ rights generally or general principles of equity. The Company is not in breach or default under any such Lease, and no event has occurred, or circumstance exists which, with the delivery of notice, passage of time or both, would constitute such a breach or default. The Company has paid all rent due and payable under each such Lease. Except as set forth in Section 4.11(b) of the Disclosure Schedules, the Company has not subleased, assigned or otherwise granted to any Person the right to use or occupy all or any portion of any Leased Real Property.

(c) All improvements located on, and the use presently being made of, the Real Property, comply with all applicable zoning and building codes, ordinances and regulations and all applicable fire, environmental, occupational safety and health standards and similar standards established by Law. The present and prior use and operation of the Real Property by the Company do not constitute and have not constituted a non-conforming use and is not and has not been subject to a variance. There is no proposed, pending or threatened change in any such code, ordinance, regulation or standard which would materially adversely affect the Business.

(d) The Real Property is served by water, gas, electric, telephone and sewer utilities, which utilities are available thereon, or are available at the edge of the property, within contiguous public rights-of-way, and which utilities are of proper size and/or capacity to adequately meet all needs and requirements for the present use of the Real Property and improvements for their current purpose.

(e) There is no unpaid Tax, levy or assessment against the Real Property (except for Taxes not yet due and payable), nor is there pending or, to the Knowledge of the Company, threatened any condemnation proceeding against the Real Property or any portion thereof. No part of any improvements on the Real Property encroaches upon any property adjacent thereto or upon any easement, nor is there any encroachment or overlap upon the Real Property.

(f) Except as set forth in Section 4.11(f) of the Disclosure Schedules, there is no material condition affecting the Real Property or the improvements located thereon which requires repair or correction to restore the same to reasonable operating condition.

Section 4.12 Intellectual Property.

(a) Section 4.12(a) of the Disclosure Schedules is a complete and accurate list of the following that are used by the Company in connection with the Business or in which the Company claims any ownership or license rights, indicating in each case whether such item is owned by the Company or licensed from another Person: (i) all trademarks, service marks, trade names, brand names, Internet domain names, email addresses, URLs, designs, logos, trade dress, slogans, social media networks and related applications and general intangibles of like nature, whether registered or unregistered (collectively, together with the associated goodwill of each, the “*Company’s Trademarks*”); (ii) all utility and design patents (whether provisional or non-provisional), applications for utility and design patents (whether provisional or non-provisional), continuations, continuations-in-part, divisions, reissues, patent disclosures, industrial designs and inventions (whether or not patentable or reduced to practice), and improvements to any of the foregoing (collectively, the “*Company’s Patents*”); (iii) all copyrights and mask works (as defined in 17 U.S.C. § 901 or applicable Law of the respective jurisdiction), whether registered or unregistered, and pending applications to register the same (the “*Company’s Copyrights*”); (iv) all computer software programs and software systems, including algorithms, program logic, network designs, libraries, databases and compilations (including, in the case of each database and compilation, the design and content thereof), tool sets, compilers, proprietary programming languages, hypertext scripts, metatagging protocols and procedures, and related documentation and materials, whether in source code, object code, flowcharts, hypertext, human readable or other form, excluding any commercial, off-the-shelf retail, “shrinkwrap” software (collectively, the “*Company’s Software*”).

(b) The Company is the exclusive owner of all Intellectual Property Assets indicated in Section 4.12(a) of the Disclosure Schedules as being owned by the Company (“*Owned Intellectual Property*”), free and clear of all Encumbrances. All Persons that materially contributed to the development of the any Owned Intellectual Property have duly assigned all of their rights in and to such Owned Intellectual Property to the Company pursuant to written agreements, and no further consents, assignments, waivers or other actions are required for such Persons’ rights, title and interest to be assigned or transferred to, or otherwise fully vested in, the Company.

(c) The Company has a valid and enforceable right to use all of the Intellectual Property Assets indicated in Section 4.12(a) of the Disclosure Schedules as being licensed by the Company (“*Licensed Intellectual Property*”), free and clear of all Encumbrances. All Contracts relating to Licensed Intellectual Property are in full force and effect and are enforceable by the Company in accordance with their respective terms. Except as set forth in Section 4.12(a) of the Disclosure Schedules, Seller is not obligated to make any payments by way of royalties, fees or otherwise to any owner or licensor of, or other claimant to, any Licensed Intellectual Property, with respect to the use thereof or in connection with the conduct of the Business as currently being conducted.

(d) All registrations of the Company's Trademarks, the Company's Patents and the Company's Copyrights are valid, enforceable and subsisting; all applications for registration of the Company's Trademarks, the Company's Patents and the Company's Copyrights are accurate; and no such registration or application is the subject of any opposition, interference, cancellation, derivation, post-grant or other administrative or legal proceeding or other Action. The Company has timely paid all filing, extension, examination, issuance, post registration and maintenance fees, annuities and the like associated with or required with respect to any registration or application for registration of the Company's Trademarks, the Company's Patents or the Company's Copyrights and all documents, assignments, recordings and certificates necessary to be filed by the Company to maintain the effectiveness of such registrations or applications and to secure and record title to the Company's Trademarks, the Company's Patents and the Company's Copyrights have been timely filed with the relevant authorities.

(e) The Company has taken all reasonable and necessary steps to maintain and enforce its Intellectual Property Assets and to preserve the confidentiality of all trade secrets included in its Intellectual Property Assets, including by requiring the execution of written non-disclosure agreements by all Persons that have access to any Intellectual Property Assets. The Company has entered into binding, valid and enforceable written Contracts with each current and former employee and independent contractor who is or was materially involved in or has materially contributed to the invention, creation, or development of any Intellectual Property Assets during the course of employment or engagement with the Company whereby such employee or independent contractor (i) acknowledges the Company's exclusive ownership of all Intellectual Property Assets invented, created or developed by such employee or independent contractor within the scope of his or her employment or engagement with the Company, (ii) grants to the Company a present, irrevocable assignment of any ownership interest such employee or independent contractor may have in or to such Intellectual Property Assets, and (iii) irrevocably waives any right or interest, including any moral rights, regarding such Intellectual Property Assets, to the extent permitted by applicable Law. The Company has provided Buyer with true, correct and complete copies of all such Contracts.

(f) The conduct of the Business as currently conducted and as proposed to be conducted, including the use of the Intellectual Property Assets in connection therewith, does not infringe upon, misappropriate, dilute or violate the intellectual property rights of any other Person. There are no Actions, whether settled, pending or threatened, (i) alleging any infringement, misappropriation, dilution or violation of the intellectual property rights of any other Person by the Company or (ii) challenging the validity, enforceability, registrability, patentability or ownership of any Intellectual Property Assets. The Company has not received notice of any claim that the conduct of the Business as currently or previously conducted infringes upon, misappropriates, dilutes or violates the intellectual property rights of any other Person and, to the Knowledge of the Company, there are no facts or circumstances that could reasonably be expected to give rise to any such claim.

(g) To the Knowledge of the Company, no Person is infringing upon, misappropriating, diluting or violating any Intellectual Property Assets.

(h) The Intellectual Property Assets are sufficient for the continued conduct of the Business after the Closing Date in the same manner as conducted prior to the Closing Date in all respects. Neither the execution of this Agreement or the other Transaction Documents nor the consummation of any transaction contemplated hereby or thereby will materially and adversely affect any of the Company's rights in and to its Intellectual Property Assets.

(i) The Company's Software does not contain any code that is distributed or licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, BSD License, Artistic License, or Sun Community Source License or other license that (i) requires the disclosure or distribution in source code form of any product owned by, or sold or licensed by, the Company or any portion thereof or (ii) requires the licensing of any such product or portion thereof under any similar license.

Section 4.13 IT Systems.

(a) The hardware and software used by the Company for voice and data communication (including all voice, data and video networks), data storage and processing (whether general or special purpose), and other similar or related systems relied upon by the Company in connection with the Business (collectively, the "**IT Systems**") have sufficient capacity and maintenance and support requirements to satisfy the requirements of the Business with regard to information and communications technology, data processing and communications, and are sufficient for the Company's current and reasonably anticipated future needs.

(b) None of the IT Systems contains any program, routine, device, or other undisclosed feature, including a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, bug, error, defect or trap door, that deletes, disables, deactivates, interferes with, or otherwise harms such IT System, or that provides access to or produces modifications of such IT System that is not authorized by the Company.

(c) None of the IT Systems has experienced bugs, failures, breakdowns, or continued substandard performance in the past 12 months that has caused any material disruption or interruption in or to the use of any such IT System by the Company.

(d) The Company has adopted and maintains reasonable safeguards (i) to protect the operation, confidentiality, integrity and security of the IT Systems and the information stored therein and (ii) to prevent unauthorized or improper use, access, transmittal, modification or corruption of such information. The Company has not suffered a security breach with respect to its IT Systems or the information stored therein in the prior three years.

(e) The Company and the IT Systems comply, and at all times have complied, with (i) all Data Laws, (ii) the Company's privacy policies, including web site privacy policies and policies applicable to data privacy, data security, and/or personal information, and (iii) the relevant provisions of any Contract to which the Company is a party that concerns access to or the processing of personal information.

Section 4.14 Licenses.

(a) The Company holds in its name all Licenses required or necessary to conduct the Business as currently or previously conducted. Each such License is in full force and effect and all information submitted to the applicable Governmental Authority in order to obtain or renew each such License was true, accurate and correct in all material respects when submitted. The Company is, and at all times has been, in compliance with all terms and conditions of each License and, to the Knowledge of the Company, no event has occurred that would reasonably be expected to result in the revocation, suspension, lapse or limitation of any such License. The Company has not received any written notice of any violation, deficiency, cancellation or default with respect to any License and no Action is pending or, to the Knowledge of the Company, threatened to revoke, terminate or amend any License. The execution, delivery, and performance of this Agreement and the Transaction Documents, and the consummation of the transactions contemplated hereby and thereby, will not result in an impairment, revocation, suspension or limitation of any License or any breach, default or forfeiture of any rights thereunder and no License requires the consent or approval of any Governmental Authority in order to remain in full force and effect immediately after the execution and delivery of this Agreement or the Closing. Complete and accurate copies of all Licenses have previously been delivered to Buyer.

(b) The Company is not required to file a Notice of Transfer or Change in Control under Section 214 of the Federal Communications Act of 1934, as amended, in connection with the execution of this Agreement and the Transaction Documents or the consummation of the transactions contemplated hereby or thereby.

(c) The Company does not have and has never had any Licenses issued pursuant to Communication Law.

Section 4.15 Insurance. Section 4.15 of the Disclosure Schedules sets forth a true, correct and complete list of all property, fire, casualty, general liability, product liability, excess liability, business interruption, workers' compensation and other insurance policies owned by the Company or under which the Company obtains any coverage (the "**Insurance Policies**"). The Insurance Policies provide coverage for such risks, with such retained loss amounts and such coverage limits, as are customary and adequate for the Business. The Insurance Policies have the inception dates, renewal dates and premium amounts set forth in Section 4.15 of the Disclosure Schedules and are presently in full force and effect. The Company has paid all premiums now due and, except as set forth in Section 4.15 of the Disclosure Schedules, no premium is subject to any loan, deferred payment arrangement or installment payment arrangement. The Company has performed all conditions required to be performed by the Company under each Insurance Policy the failure of which could result in a denial or reduction of coverage and has timely reported all losses for which coverage is provided by any Insurance Policy in accordance with the requirements of the applicable Insurance Policy. The Company has not received notice that an Insurance Policy will be terminated or not renewed or extended or will be renewed or extended only upon payment of an increased premium or retained loss amount or a reduction in coverage. The Company has provided Buyer with a true, correct and complete copy of all Insurance Policies, all loss runs under each Insurance Policy, and a list of all material claims pending as to which coverage has been questioned, denied, disputed or accepted with a reservation of rights by the insurers.

Section 4.16 Material Contracts.

(a) Section 4.16(a) of the Disclosure Schedules lists or describes each of the following ("**Material Contracts**"):

- (i) Contracts relating to the acquisition or disposition of a business (whether by merger, sale of stock or otherwise) or the purchase or sale of a material amount of assets;
- (ii) Contracts relating to the issuance, redemption, reclassification, exchange or conversion of any stock, membership interest, participation interest or other equity interest in the Company or any right to subscribe for or acquire any such equity interest or any security exchangeable for or convertible into any such equity interest in the Company;
- (iii) Contracts with the 30 largest customers of the Company for the each of the years ended December 31, 2020 and 2021 (provided that Section 4.16(a) of the Disclosure Schedule is not required to list all such Contracts to the extent that they are subject to the Company's standard terms and conditions);
- (iv) Contracts pursuant to which the Company licenses the use of intellectual property rights or data from another Person (other than commercial, off-the-shelf, "shrinkwrap" licenses and "software as a service" agreements);
- (v) Contracts granting a license or other grant of rights by the Company to any other Person for the use of any Intellectual Property Assets;
- (vi) Contracts (or groups of related Contracts) involving payments by or to the Company of more than \$7,500 per month or that are expected to result in payments by or to the Company of more than \$90,000 in the 12 months following the Closing Date;
- (vii) written warranties, guaranties, bonds, sureties or other similar undertakings with respect to contractual performance or services or goods provided, extended by or issued for or on behalf of the Company;
- (viii) leases, subleases, co-location agreements, rental or occupancy agreements, licenses, installment and conditional sale agreements, and other Contracts affecting the ownership of, leasing of, title to, use of, or any leasehold or other interest in any real or personal property and involving aggregate payments in excess of \$10,000;
- (ix) Contracts containing provisions that (A) limit or purport to limit the ability of the Company to engage in any business activity or compete with any Person, or expand to other geographical areas, customers, suppliers or lines of business, (B) limit or purport to limit the ability of the Company from soliciting or hiring any Person or soliciting any potential customers, or (C) grant any Person a "most favored nation" or "exclusive relationship" or similar status;

- (x) Contracts with 25 highest producing third-party sales agents, sales representatives, brokers or distributors or any other Person authorized to offer goods or services on behalf of the Company during the each of the years ended December 31, 2020 and 2021;
- (xi) Contracts conferring a power of attorney or other right to act on behalf of the Company to any Person;
- (xii) Contracts providing for the indemnification of any Person against loss;
- (xiii) collective bargaining agreements, labor agreements and other Contracts with labor unions or labor representatives;
- (xiv) employment agreements, consulting agreements, offer letters or other Contracts relating to employment of any Person, other than any such Contracts that are for employment on an at-will basis and do not require the payment of severance benefits in excess of \$10,000;
- (xv) severance, separation or settlement Contracts under which any party has a continuing or unsatisfied obligation;
- (xvi) Contracts creating or purporting to create a strategic alliance, partnership, joint venture, development, joint development or similar arrangement;
- (xvii) notes, debentures, other evidences of indebtedness, guaranties, loans, capital leases, credit or financing agreements, letter of credit reimbursement obligations, or other instruments or contracts for money borrowed, including all agreements or commitments for future loans, credit, financing or issuance of letters of credit;
- (xviii) interest rate or foreign exchange hedge Contracts;
- (xix) Contracts granting any Person an Encumbrance on any of the Company's assets or properties, other than a Permitted Encumbrance;
- (xx) Contracts with any Governmental Authority, including those for settlement of violations, conditional permits, or resolution of regulatory obligations;
- (xxi) Contracts that relate to the resolution or settlement of any pending or threatened Action or the release or compromise of any claims with a value of more than \$10,000 or which imposes material continuing obligations on the Company; and
- (xxii) Contracts between or among the Company and any Seller or an Affiliate of any Seller.

(b) Neither the Company nor, to the Knowledge of the Company, any other party, is in breach or violation of, or default under, any Material Contract. The Company has not received written notice of any current breach or violation of, or default under, a Material Contract. No event, occurrence or condition exists which, with notice or the lapse of time or both notice and the lapse of time or the happening of any further event or condition, would become a breach or violation of, or default under, a Material Contract by the Company or, to the Knowledge of the Company, any other party thereto.

(c) Each Material Contract is in full force and effect (and will remain in full force and effect upon consummation of the transactions contemplated hereby), is a valid agreement, arrangement or commitment of the Company and, to the Knowledge of the Company, of each other party thereto, and is enforceable in accordance with its terms except, in each case, where enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally or general principles of equity. Except as set forth in Section 4.16(c) of the Disclosure Schedules, no consent of any party to any Material Contract is required in connection with the execution and delivery of this Agreement and the other Transaction Documents or the consummation of the transactions contemplated hereby or thereby.

(d) The Company has made available to Buyer true and complete copies of all Material Contracts and all amendments thereto.

(e) No party to any Material Contract has (i) notified the Company or any Seller that such party intends to cancel or otherwise terminate such Material Contract or (ii) since the date of the Interim Financial Statements, taken any action or, to the Knowledge of the Company, threatened to take any action, seeking a repayment of amounts paid to the Company pursuant to such Material Contract or a reduction in fees or other payments that will become due to the Company pursuant to such Material Contract.

Section 4.17 Employees.

(a) Section 4.17(a) of the Disclosure Schedules lists the name, job title, hourly rate or annual base salary (as applicable), hire date, classification as exempt or non-exempt, and accrued but unused vacation days of each Person employed by the Company (collectively, the "**Employees**"). All Employees are properly classified as exempt or non-exempt and all Persons performing services to the Company that are not Employees satisfy all applicable requirements to be classified or treated as independent contractors. The Company has provided or made available to Buyer correct and complete copies of all material employment contracts to which the Company is a party or is otherwise bound. Except as set forth in Section 4.17(a) of the Disclosure Schedules no Employee has notified the Company of any plan or intention to terminate his or her employment.

(b) The Company has complied, and is currently in compliance, in all material respects with all Laws relating to employment, including those relating to equal employment opportunity, nondiscrimination, immigration, right to work, hiring, hours, wages, overtime, withholding, occupational safety and health, workplace safety, promotion, termination, benefits or other obligations of an employer (collectively, "**Employment Laws**").

(c) The Company is not subject to or bound by any collective bargaining agreement, work rules, injunction, Order, or other agreement with any labor union, work council or employee association. There is no (i) labor-related organizational effort, election activity, or request or demand for negotiation, recognition or representation, (ii) labor strike, dispute, slowdown, stoppage, picketing, interruption of work, lockout or other dispute or controversy with or involving a labor organization or with respect to unionization or collective bargaining, or (iii) pending or threatened grievance, claim, or Action arising out of or under any collective bargaining agreement.

(d) There is no pending or, to the Knowledge of the Company, threatened Action, claim or complaint by any Governmental Authority responsible for investigation or enforcement of Employment Laws. There is no claim or grievance pending or, to the Knowledge of the Company, threatened against the Company relating to terms and conditions of employment or unfair labor practices, including charges of unfair labor practices or harassment complaints.

(e) The Company has timely paid or accrued, and is not and has not been liable for any arrears of, all salaries, wages, bonuses, sales commissions, paid time off or personal days, profit sharing obligations and other compensation amounts, including any severance obligations and Taxes and penalties due and owing to or with respect to its Employees.

(f) Except as set forth in Section 4.17(f) of the Disclosure Schedules the Company has (i) properly completed and retained a Form I-9 with respect to each Employee and (ii) not been the subject of an Action from the United States Department of Homeland Security, including Immigration and Customs Enforcement (or any predecessor thereto, including the United States Customs Service or the Immigration and Naturalization Service), or any other immigration-related enforcement proceeding, in each case with respect to any Employee.

(g) There has been no “mass layoff” or “plant closing” (as defined in the Worker Adjustment and Retraining Notification Act or any comparable state or local law) with respect to any Employee.

(h) The employment of all Employees is terminable at will with no cost to the Company, except for payment of accrued salaries or wages and vacation pay or any benefits required by Law. Except as set forth in Section 4.17(h) of the Disclosure Schedules, the Company has not entered into any Contract or other arrangement with any Employee that will result in an obligation (absolute or contingent) of the Company to make any payment to any Employee following termination of employment, a change in control of the Company, or in connection with the execution of this Agreement or the Transaction Documents or the consummation of the transactions contemplated hereby or thereby.

Section 4.18 Employee Benefit Plans.

(a) Section 4.18(a) of the Disclosure Schedules lists, as of the Closing Date, each Employee Benefit Plan. With respect to each such Employee Benefit Plan, the Company has provided Buyer with true, correct and complete copies of (i) all Employee Benefit Plan documents and all amendments thereto, including the most recent summary plan description and summaries of benefits and coverage (or a written summary of the material terms if no plan document exists), related trust agreements, insurance contracts and policies, and other funding instruments, (ii) the most recent determination, advisory, or opinion letter issued by the IRS (if applicable), (iii) the three most recent annual reports required to be filed with or delivered to any Governmental Authority (including reports filed on Form 5500 with the accompanying schedules and attachments), (iv) coverage and nondiscrimination testing reports and other similar compliance reports for the past three years, and (v) copies of all material notices, letters or other correspondence from the IRS, Department of Labor or other Governmental Authority relating to any Employee Benefit Plan..

(b) All Employee Benefit Plans comply with and are and have been established, administered and maintained in accordance with their respective terms and in compliance with each applicable provision of ERISA, the Code and all other applicable Laws. Each Employee Benefit Plan intended to qualify under Section 401(a) of the Code is so qualified and has received a favorable determination letter from, or may rely on a favorable opinion or advisory letter issued by, the IRS and there are no facts or circumstances that would adversely affect the qualified status of any such Employee Benefit Plan or the Company's reliance thereon, or require corrective action to maintain such qualification. Full payment has been made of all contributions (including employer contributions and employee salary reduction contributions), premiums, benefits, distributions and other amounts which the Company is obligated to pay under and to all Employee Benefit Plans attributable to any period prior to the Closing. All reports relating to each Employee Benefit Plan required to be filed with any Governmental Authority have been timely filed, and all reports and information relating to each Employee Benefit Plan required to be disclosed or provided to participants or their beneficiaries have been timely disclosed or provided. No Employee Benefit Plan is the subject of an application or filing under, or is a participant in or considering being a participant in, an amnesty, voluntary compliance, self-correction, or similar program sponsored by any Governmental Authority (including the Employee Plans Compliance Resolution System, the Voluntary Fiduciary Correction Program, or the Delinquent Filers Voluntary Correction Program). There are no pending or, to the Knowledge of the Company, threatened claims or Actions against or otherwise involving any Employee Benefit Plan (other than routine claims for benefits), and there are no pending or, to the Knowledge of the Company, threatened Actions, suites, hearings, claims, audits, investigations or other proceedings by any Governmental Authority with respect to any Employee Benefit Plan.

(c) No Employee Benefit Plan is, and neither the Company nor any ERISA Affiliate of the Company has at any time sponsored, maintained, administered, contributed to (or been required to sponsor, maintain or contribute to), or had any obligation or Liability (contingent or otherwise) under, (i) any plan which is subject to Section 302 or Title IV of ERISA or Section 412 of the Code, (ii) a multiemployer plan (as defined in Section 3(37) of ERISA or Section 4001(a)(3) of ERISA), (iii) a "multiple employer welfare arrangement" within the meaning of Section 3(40)(A) of ERISA, (iv) a multiple employer plan (within the meaning of Section 413(c) of the Code), or (v) a "defined benefit plan" (as defined in Section 3(35) of ERISA). The Company has no current or contingent Liability or obligation on account of at any time being considered an ERISA Affiliate with any other Person.

(d) Each Employee Benefit Plan that is an “employee welfare benefit plan” (as defined in Section 3(1) of ERISA) and a group health plan (within the meaning of Section 5000(b)(1) of the Code) complies with and has been maintained and operated in accordance with (i) each of the applicable requirements of COBRA and any applicable continuation of coverage requirements under state Law, and (ii) the Patient Protection and Affordable Care Act of 2010, as amended, and the regulations promulgated thereunder, and nothing has occurred with respect to any Employee Benefit Plan that has subjected, or could reasonably be expected to subject, the Company or any of its ERISA Affiliates, or with respect to any period on or after the Closing Date, Buyer or any of its Affiliates, to a Tax or penalty under Section 4980H of the Code. No Employee Benefit Plan provides, and the Company is not obligated to provide, for post-retirement or other post-employment welfare benefits for current, former or retired employees (other than health care continuation coverage as required by COBRA or other similar applicable federal or state Law).

(e) No event has occurred in connection with the transactions contemplated by this Agreement or specifically related to the Employees which could cause the Company or any Employee Benefit Plan, directly or indirectly, to be subject to any material Liability (i) under any Law relating to any Employee Benefit Plan or (ii) pursuant to any obligation of the Company to indemnify any Person against Liability incurred under any such Law as it relates to Employee Benefit Plans.

(f) With respect to each Employee Benefit Plan, (i) there have been no non-exempt “prohibited transactions” (as defined in Section 406 of ERISA or Section 4975 of the Code), (ii) no employee, officer, or director of the Company or any other “fiduciary” (as defined in Section 3(21) of ERISA) has committed a breach of any responsibility or obligation imposed upon fiduciaries under Title I of ERISA with respect to such Employee Benefit Plan or has any Liability for breach of fiduciary duty or any other failure to act or comply in connection with the administration or investment of the assets of such Employee Benefit Plan, and (iii) no facts exist that would give rise to or could reasonably be expected to give rise to any action, investigation, suit, proceeding, hearing, audit or claim against such Employee Benefit Plan.

(g) No Employee Benefit Plan violates or has violated Section 409A of the Code or the Treasury Regulations promulgated thereunder. With respect to each Employee Benefit Plan that is a “nonqualified deferred compensation plan” (as defined for purposes of Section 409A(d)(1) of the Code), such plan complies (and has complied with such requirements for the entire period during which Section 409A of the Code has applied to such Employee Benefit Plan) with Section 409A of the Code and all applicable IRS guidance promulgated thereunder to the extent such plan or arrangement is subject to Section 409A of the Code.

(h) Except as set forth in Section 4.18(h) of the Disclosure Schedules, neither the execution and delivery of this Agreement or the Transaction Documents nor the consummation of the transactions contemplated hereby or thereby will (either alone or in conjunction with any other event) result in the funding, acceleration, vesting or creation of, or increase in, any rights of any Person to any payments or other benefits, including any rights under any severance, parachute or change of control agreement. No amount paid or payable (whether in cash, in property, or in the form of benefits) in connection with the transactions contemplated hereby (either solely as a result thereof or as a result of such transactions in conjunction with any other event) will be separately or in the aggregate an “excess parachute payment” within the meaning of Section 280G of the Code or require the payment of an excise tax under Section 4999 of the Code. The Company does not have any obligation to gross up, indemnify or otherwise reimburse any individual for any additional Tax or interest incurred by such individual pursuant to Section 409A, Section 280G or 4999 of the Code or otherwise.

(i) No condition, agreement or Employee Benefit Plan provision limits the right of the Company or any of its ERISA Affiliates to amend, cut back or terminate any Employee Benefit Plan or the benefits provided thereunder (except to the extent such limitation arises under applicable Law) without further material Liability to the Company or its ERISA Affiliates. No Employee Benefit Plan is subject to the imposition of any redemption fee, surrender charge or comparable Liability other than ordinary administration expenses upon liquidation or termination.

Section 4.19 Taxes.

(a) The Company has timely filed with the appropriate Governmental Authority all Tax Returns that it is required to file. All such Tax Returns are true, complete and correct. All Taxes due and owing by the Company (whether or not shown on any Tax Return) have been timely paid.

(b) The amount of the Company’s Liability for unpaid Taxes for all periods ending on or before the date of the Financial Statements does not, in the aggregate, exceed the amount of accruals for Taxes (excluding reserves for deferred Taxes) reflected on the Financial Statements. The amount of the Company’s Liability for unpaid Taxes for all periods following the end of the most recent period covered by the Financial Statements shall not, in the aggregate, exceed the amount of accruals for Taxes (excluding reserves for deferred Taxes) as adjusted for the passage of time in accordance with the past custom and practice of the Company (and which accruals shall not exceed comparable amounts incurred in similar periods in prior years).

(c) There are no Encumbrances for Taxes on the assets or the properties of the Company (other than Taxes not yet due and payable).

(d) There are no Tax audits, examinations, investigations or other claims or assessments pending or, to the Knowledge of the Company, threatened in writing against the Company.

(e) There are not currently in force any waivers, agreements or other arrangements extending the period for assessment or collection of any Taxes (including any applicable statute of limitation) by or on behalf of the Company.

(f) The Company has complied with all Laws relating to the payment and withholding of Taxes and has properly and timely withheld all Taxes required to be withheld by the Company in connection with amounts paid or owing to any employee, former employee, independent contractor, creditor, shareholder, Affiliate, customer, supplier or other Person. The Company has properly and timely paid all such withheld Taxes to the appropriate Governmental Authority or has properly set aside such withheld amounts in accounts for such purpose.

(g) The Company has never been a member of an affiliated, combined, consolidated or unitary Tax group for Tax purposes. The Company does not have any Liability for the Taxes of any Person under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign Law), as a transferee or successor, by contract or otherwise.

(h) The Company is not and has not ever been a party to or bound by any Tax indemnity agreement, Tax sharing agreement, Tax allocation agreement or other similar agreement.

(i) The Company is not, and has not been, a party to a “reportable transaction” within the meaning of Section 6707A of the Code and Treasury Regulation Section 1.6011-4(b).

(j) The Company properly uses the cash method of accounting for all income Tax purposes for all Tax periods through the day prior to the Closing Date.

(k) The Company shall not be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any taxable period or portion thereof after the day prior to the Closing Date as a result of:

(i) any change in method of accounting under Section 481 of the Code (or any comparable provision of state, local or foreign Tax Laws), or use of an improper method of accounting, on or before the day prior to the Closing Date;

(ii) an installment sale or open transaction occurring on or prior to the day prior to the Closing Date;

(iii) a prepaid amount received on or before the day prior to the Closing Date;

(iv) any closing agreement under Section 7121 of the Code executed on or before the day prior to the Closing Date; or

(v) any election under Section 108(i) of the Code made on or before the day prior to the Closing Date.

(l) No claim has been made in writing by any taxing authority in any jurisdiction where the Company does not file Tax Returns that the Company is, or may be, subject to Tax by that jurisdiction.

(m) No private letter rulings, technical advice memoranda or similar rulings have been requested by or with respect to the Company, or entered into or issued by any taxing authority with respect to the Company.

(n) The Company has delivered to Buyer correct and complete copies of all Tax Returns, examination reports, and statements of deficiencies assessed against or agreed to by the Company since January 1, 2017.

(o) The Company (and any predecessor of the Company) was a validly electing and qualifying S-corporation within the meaning of Section 1361 and Section 1362 of the Code at all times from August 23, 1999 for federal, state and local Tax purposes up to day prior to the the Closing Date. There have been no events, transactions or activities of the Company or any of the Sellers which would cause, or would have caused, the status of the Company as an S-corporation to be subject to termination or revocation (whether purposefully or inadvertently).

(p) The Company does not have any Subsidiary which is a “qualified subchapter S subsidiary” within the meaning of Section 1361(b)(3)(B) of the Code.

(q) The Company shall not be subject to Tax under Section 1374 of the Code in connection with the transactions contemplated by this Agreement.

Notwithstanding anything to the contrary in this Agreement, nothing in this Section 4.19 (or otherwise in this Agreement) shall be construed as a representation or warranty regarding the validity of the continuation of the Company’s Tax positions by Buyer (or its Affiliates, including after the day prior to the Closing Date, the Company) with respect to Taxes after the the day prior to the Closing or regarding the amount, usability, value or condition of, or any limitations on, any Tax asset or attribute of the Company after the day prior to the Closing.

Section 4.20 Environmental Matters.

(a) The Company is currently, and at all times has been, in compliance in all material respects with all applicable Environmental Laws in each jurisdiction in which it operates.

(b) The Company has obtained in its name, and has at all times been in compliance in all material respects with, all Licenses required for the operation of the Business as currently operated under applicable Environmental Laws, and all such Licenses are valid and in good standing. There is no Action pending or, to the Knowledge of the Company, threatened that seeks the revocation, cancellation, suspension or adverse modification of any such License.

(c) The Company is not subject to any outstanding Encumbrances, Orders or Actions with respect to any (i) actual or alleged violation of Environmental Laws, (ii) Remedial Action, or (iii) Release or threatened Release of, or exposure to, a Hazardous Substance (“*Environmental Claims*”); and, to the Knowledge of the Company, no such Environmental Claims are threatened, in each case that would reasonably be expected to result in a Material Adverse Effect. The Company has not received written notice of any violation, non-compliance or enforcement, investigation or remediation from any Governmental Authority pursuant to any Environmental Law that remains unresolved.

(d) To the Knowledge of the Company, there has been no Release of Hazardous Substances at, from, in or on (i) any property now or previously owned, operated or leased by the Company, or (ii) any third-party site to which Hazardous Substances generated by the Company were sent for treatment or disposal that, in either case, are in a quantity or under conditions that would result in a Material Adverse Effect.

(e) None of the properties now or previously owned, leased or operated by the Company and, to the Knowledge of the Company, no site that has received Hazardous Substances generated by the Company, is or has been listed on the National Priorities List or any similar state list.

(f) The Company has provided to Buyer all environmental assessments, studies, and reports relating to any other property now or previously owned, leased or operated by the Company that are in the possession of the Company or any Seller, in each case whether prepared by the Company, the Sellers or by another Person.

Section 4.21 Communications Laws.

(a) No Governmental Authority with jurisdiction over the Company or the Business under the Communications Laws (“*Communications Authority*”) has alleged that the Company is not in compliance with, or has violated or failed to comply with, the Communications Laws. There are no unresolved complaints against the Company and there is not now any pending or, to the Knowledge of the Company, threatened investigation, audit, inquiry, notice of apparent liability, notice of inquiry, notice of violation, notice of forfeiture, order to show cause, petitions, request for information, proceeding, order or Action against the Company by Communications Authority.

(b) Other than as set forth on Section 4.21(b) of the Disclosure Schedules, to the Knowledge of the Company, the Company has no liabilities for non-compliance with Communications Laws.

Section 4.22 Customers and Suppliers.

(a) Section 4.22(a) of the Disclosure Schedules sets forth each customer that accounted for more than five percent (5%) of the consolidated gross revenues of the Business during each of the Company’s two most recently completed fiscal years (each, a “*Material Customer*”). Except as set forth in Section 4.22(a) of the Disclosure Schedules, (i) all Contracts with customers are subject to written service orders that incorporate the Company’s standard terms of service attached to and made a part of Section 4.22(a) of the Disclosure Schedules, and (ii) no Material Customer has canceled or otherwise terminated, or materially reduced, or made any threat to cancel or otherwise terminate, or to materially reduce, its relationship with the Company. The execution and delivery of this Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby and thereby will not materially and adversely affect the relationship of the Company with any Material Customer.

(b) Section 4.22(b) of the Disclosure Schedules sets forth each supplier that accounted for more than five percent (5%) of the cost of goods and services of the Business during each of the Company's two most recently completed fiscal years (each, a "**Material Supplier**"). Except as set forth in Section 4.22(b) of the Disclosure Schedules no Material Supplier has canceled or otherwise terminated, or materially reduced, or made any threat to cancel or otherwise terminate, or to materially reduce, its relationship with the Company. The execution and delivery of this Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby and thereby will not materially and adversely affect the relationship of the Company with any Material Supplier.

Section 4.23 Bank Accounts. Section 4.23 of the Disclosure Schedules sets forth an accurate, correct and complete list of all banks and financial institutions in which the Company has an account, deposit, safe-deposit box, lock box or other similar relationship, including the account number(s), a description of the purpose of such account, and the names of all persons authorized to draw on those accounts or deposits or to obtain access to such boxes.

Section 4.24 Absence of Changes. Since the date of the Interim Financial Statements, except as disclosed in Section 4.24 of the Disclosure Schedules, the Company has conducted the Business in the Ordinary Course of Business and there has not been any:

- (a) change in the financial condition, properties, assets, liabilities, business or operations of the Company, which change by itself or in conjunction with all other such changes, whether or not arising in the Ordinary Course of Business, has had or is reasonably likely to have a Material Adverse Effect;
- (b) material casualty, loss, damage or destruction (whether or not covered by insurance) of any material property or asset of the Company;
- (c) any purchase, sale, license or other disposition, or any agreement or other arrangement for the purchase, sale, license or other disposition, of any properties or assets by the Company, including any of its Intellectual Property Assets, other than in the Ordinary Course of Business;
- (d) changes in or rescissions of any Tax elections of the Company, any settlement or compromise of any Tax liability, any filing of an amended Tax Return, any agreement entered into with respect to Taxes (including any closing agreement as described in Code Section 7121 or any corresponding provision of applicable Law), any consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment, any surrender of a right to claim a refund for Taxes, any request for a Tax ruling, any Tax sharing or similar agreement entered into, or any other similar action relating to the filing of any Tax Return or the payment or refund of any Tax, in each case, with respect to the Company;
- (e) change in the accounting methods or practices of the Company or in the collection policies or payment terms applicable to any of the suppliers or customers of the Company, including granting any credits against any outstanding Accounts Receivable or delays in payment of Accounts Payable, other than in the Ordinary Course of Business;
- (f) revaluation by the Company of its properties or assets;

- (g) payments out of Cash generated by operations except (i) payment of operating costs incurred in the Ordinary Course of Business; (ii) payment by the Company of up to \$55,000 in the employer's portion of payroll taxes, incremental contributions to the Company's 401K Retirement Savings Plan, obligations under the Company's Phantom Equity Plan, and other obligations arising under Employee Benefit Plans after December 31, 2021, and (iii) payment of up to \$30,000 in other Transaction Expenses;
- (h) incurrence, increase, modification, cancellation, forgiveness, discharge or termination of any Indebtedness or the creation, modification, release or termination of any Encumbrance on the properties of the Company (other than Permitted Encumbrances);
- (i) incurrence, increase, modification, cancellation, forgiveness, discharge or termination of any contingent liability by the Company as guarantor or otherwise with respect to the liabilities or obligations of others;
- (j) incurrence, increase, modification, cancellation, forgiveness, discharge or termination of any material debt owing to, or waiver of any material right of, the Company, including any write-off or compromise of any Accounts Receivable, other than in the Ordinary Course of Business;
- (k) incurrence, increase, modification, cancellation, forgiveness, discharge or termination of any obligation of the Company to any Seller or to any of the Company's officers, directors, managers, members, shareholders or employees, or of any obligation by any of the Sellers or the Company's officers, directors, managers, members, shareholders or employees to the Company;
- (l) payment or other distribution to any Employee, except compensation paid in the Ordinary Course of Business;
- (m) amendment, expiration, cancellation, modification or termination of any Material Contract otherwise than in the Ordinary Course of Business;
- (n) claim of unfair labor practices involving the Company;
- (o) change in the compensation payable or to become payable by the Company to any of its Employees other than normal merit increases in accordance with its usual practices, or any bonus payment or arrangement made to or with any of such Employee or any establishment, amendment, or creation or termination of any Employee Benefit Plan;
- (p) change in relations between the Company and any labor unions or workers councils or the execution, modification, expiration or termination of any collective bargaining agreements or other Contract with a labor union or work council;
- (q) commencement, settlement, dismissal or resolution of any Action involving an amount in excess of \$25,000 in the aggregate or involving equitable or injunctive relief; or
- (r) agreement or understanding for the Company to take any of the actions set forth in this [Section 4.24](#).

Section 4.25 Transactions with Affiliates. Except as set forth in Section 4.25 of the Disclosure Schedules, no Seller, directly or indirectly, (a) has, or has had, any direct or indirect interest in (i) any Person that is a customer, distributor, supplier, lessor, lessee, debtor, creditor or competitor of the Company or (ii) any property, asset or right that is used by the Company in the conduct of the Business, (b) is, or has been, a party to any agreement or transaction with the Company or been involved in any business arrangement or relationship with the Company other than as the holder of Shares or as a director, officer or employee of the Company, (c) is, or has been, an owner, shareholder, member, director, manager, officer or employee of any Person that is a customer, distributor, supplier, lessor, lessee, debtor, creditor or competitor of the Company, (d) has received any non-cash dividend or other distribution of assets or property from the Company, (e) is the holder or beneficiary of any outstanding Indebtedness or other obligation of the Company, or (f) owes the Company any amount for money borrowed or advanced other than ordinary advances of business expenses in the Ordinary Course of Business.

Section 4.26 Compliance with Laws. The Company is, and at all times has been, in compliance with all Laws applicable to the conduct of the Business and the ownership and use of its assets and properties.

Section 4.27 Legal Proceedings. There are no outstanding Actions, Orders, investigations or inquiries pending before a Governmental Authority or, to the Knowledge of the Company, threatened against the Company by any Person and no unsatisfied judgments, penalties or awards against the Company or relating to or affecting the Business, or that would affect the legality, validity or enforceability of this Agreement or any Transaction Documents or the consummation of the transactions contemplated hereby or thereby. To the Knowledge of the Company, no event has occurred, or circumstances exist, that could reasonably be expected to be the basis of any such Action, Order, investigation or inquiry or would constitute or result in (with or without notice or lapse of time) a violation of any Order enforceable against the Company.

Section 4.28 Disclosure. No representation or warranty made by a Seller contained in this Agreement, and no statement contained in the Disclosure Schedules or in any certificate furnished to Buyer pursuant to any provision of this Agreement, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements herein or therein, in the light of the circumstances under which they were made, not misleading in any material respect. The Sellers acknowledge and agree that Buyer, in making its decision to enter into this Agreement and the other Transaction Documents and to consummate the transactions contemplated hereby and thereby, has relied on the representations and warranties set forth in Article III and Article IV (including related portions of the Disclosure Schedules), and the accuracy and completeness of the representations and warranties in Article III and Article IV (including related portions of the Disclosure Schedules) are a major inducement to Buyer's decision to enter into this Agreement and the other Transaction Documents and to consummate the transactions contemplated hereby and thereby.

Article V
REPRESENTATIONS OF BUYER

Buyer represents and warrants to the Sellers that the statements contained in this Article V are true and correct as of the Closing Date.

Section 5.01 Organization and Qualification of Buyer. Buyer is duly organized, validly existing and in good standing under the Laws of the State of Nevada and has all necessary powers and authority to own, operate or lease the properties and assets now owned, operated or leased by it. Buyer is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the ownership of its assets or the nature of its operations makes such licensing or qualification necessary.

Section 5.02 Power and Capacity of Buyer. Buyer has all necessary corporate powers and authority to enter into this Agreement and the other Transaction Documents to which it is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby.

Section 5.03 Authorization, Execution and Enforceability. The execution and delivery by Buyer of this Agreement and any other Transaction Document to which it is a party, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby, have been duly authorized by all requisite action. This Agreement has been duly executed and delivered by Buyer and (assuming due authorization, execution and delivery by the other parties hereto) constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). Each other Transaction Document to which Buyer is a party has been duly executed and delivered by Buyer and (assuming due authorization, execution and delivery by the other parties thereto), constitutes a legal and binding obligation of Buyer enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 5.04 No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which Buyer is a party, and the consummation of the transactions contemplated hereby and thereby, does not: (i) result in a violation or breach of any provision of any Law or License applicable to Buyer; (ii) require the consent, notice, vote, approval, authorization, order or other action of, or filing or registration with, any Person; (iii) violate or constitute a breach or violation of any provision of the Organizational Documents of Buyer; or (iv) conflict with, result in a violation or breach of, constitute a default under or result in the acceleration or termination of, or give any Person the right to accelerate or terminate any Contract to which Buyer is a party or by which any of Buyer's properties are bound.

Section 5.05 Brokers. Neither Buyer nor any Affiliate of Buyer has retained, engaged or entered into any Contract that would entitle any Person to a broker's commission, finder's fee, investment banker fee, introduction fee or similar payment in connection with the negotiation, execution, delivery or performance of this Agreement.

Section 5.06 Legal Proceedings. There are no outstanding Actions, Orders, investigations or inquiries pending before a Governmental Authority against Buyer by any Person and no unsatisfied judgments, penalties or awards against Buyer that would affect the legality, validity or enforceability of this Agreement or any Transaction Documents or the consummation of the transactions contemplated hereby or thereby. No event has occurred, or circumstances exist, that could reasonably be expected to be the basis of any such Action, Order, investigation or inquiry or would constitute or result in (with or without notice or lapse of time) a violation of any Order enforceable against Buyer.

Section 5.07 Solvency. Buyer is solvent and, after giving effect to the transactions contemplated hereby, Buyer will be solvent for all purposes under federal bankruptcy and applicable state fraudulent transfer and fraudulent conveyance Laws.

Section 5.08 Parent Business Activities and Guarantees. Parent engages in the Business through its operating Subsidiaries, including Buyer. Parent has not guaranteed the indebtedness of Buyer or any of its other Subsidiaries.

ARTICLE VI COVENANTS

Section 6.01 Financial Reporting. The Sellers acknowledge that Parent will prepare and file a current report on Form 8-K relating to the transactions contemplated by this Agreement (the “**Current Report**”) within five days after the Closing and that the Current Report must include audited financial statements of the Company for the last completed fiscal year or be amended to include such audited financial statements of the Company within 75 days after the Closing. The Sellers agree to provide and to cause the Company to provide Parent and its accountants with access to such books, records, personnel, accountants, offices and other facilities and properties of the Company as Parent may reasonably request, at such times as Parent may require, to comply with all filing deadlines for the Current Report. All such financial information will comply with the representations set forth in Section 4.06, *mutatis mutandis* to account for different periods and dates covered by such supplemental financial statements. The Sellers acknowledge that any delay in providing such access to Parent or its accountants, or any failure to provide complete and accurate information when requested, may cause Parent to incur substantial penalties and additional costs, which are difficult or impossible to quantify and agree to reimburse Buyer or Parent for any penalties or additional costs incurred primarily as a result of such delay or failure to provide complete and accurate information.

Section 6.02 Public Announcement. Except as otherwise agreed by the other parties hereto, no party hereto nor any Affiliate of a party hereto, shall issue any report, statement or press release or otherwise make any public statements with respect to this Agreement or the transactions contemplated by this Agreement. The foregoing notwithstanding, nothing contained in this Agreement shall prevent any party, after notification to the other parties to the extent legally permissible, from making any announcement or publication required by applicable Law or stock exchange requirements, or from making any filing with any Governmental Authority that, based upon advice of legal counsel, is reasonably necessary in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby. For the avoidance of doubt, nothing in this Section 6.02 shall affect Parent’s authority to file the Current Report, together with any supplements or amendments thereto, in such form or at such time as Parent determines appropriate.

Section 6.03 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

Section 6.04 Restrictive Covenants.

(a) For a period of three years commencing on the Closing Date (the “*Restricted Period*”), each Seller agrees as follows:

(i) Such Seller shall not, directly or indirectly, including without limitation through its controlled Affiliates, (A) engage in or assist others in engaging in the Business in the continental United States (the “*Seller Restricted Business*”), or (B) have an interest in any Person that engages directly or indirectly in the Seller Restricted Business in any capacity, including as a partner, shareholder, member, investor, employee, principal, agent, trustee or consultant. The foregoing notwithstanding, such Seller may own, directly or indirectly, solely as a passive investment, securities of any Person, whether or not traded on any national securities exchange, if such Seller owns less than 5% of the economic and voting interest in such Person and is not a member of a group which directly or indirectly controls such Person.

(ii) Such Seller shall not, directly or indirectly, including without limitation through its controlled Affiliates, solicit any employee of the Company or encourage any such employee to leave such employment or solicit any former employee who has left such employment of the Company within six months of such solicitation, except pursuant to a general solicitation which is not directed specifically to any such employees.

(iii) Such Seller shall not, directly or indirectly, including without limitation through its controlled Affiliates, solicit or entice, or attempt to solicit or entice, any suppliers, clients or customers of the Company or any other Person with a business relationship with the Company within 12 months prior to such solicitation to divert their business or services from Buyer or the Company to a Seller Restricted Business or otherwise adversely modify their business relationship with Buyer or the Company.

(b) Each Seller agrees not to, and shall cause its Affiliates not to, directly or indirectly, make (or cause to be made) any written or verbal statements to any Person (including any public internet or social media postings) regarding Parent, Buyer, the Company, PR or the Business that is intended to, or which could reasonably be expected to, be disparaging, defamatory or detrimental to Parent, Buyer, the Company, PR or the Business.

(c) Each Seller acknowledges that a breach or threatened breach of this Section 6.04 would give rise to irreparable harm to Buyer and the Company, for which monetary damages, while available, would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such Seller of any such obligations, Buyer and the Company shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to seek equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond or need to prove inadequacy of money damages).

(d) Each Seller acknowledges that the restrictions in this Section 6.04 are reasonable and necessary to protect the legitimate interests of Buyer and the Company and constitute a material inducement to Buyer to enter into this Agreement and consummate the transactions described in this Agreement. In the event that any covenant in this Section 6.04 should ever be adjudicated to exceed the time, geographic, product or service, or other limitations permitted by Law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service, or other limitations that would be enforceable. The covenants in this Section 6.04 and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

Section 6.05 Tax Matters.

(a) *Transfer Taxes*. All Transfer Taxes incurred in connection with this Agreement and the other Transaction Documents, and the transactions described herein or therein shall be borne and paid 50% by the Sellers and 50% by Buyer when due. The parties primarily responsible under applicable Law shall prepare, or cause to be prepared, any Tax Return or other document with respect to such Transfer Taxes. The parties shall cooperate as necessary to minimize any such Transfer Taxes, including timely providing certificates and statements for the same and execution and filing of any Tax Returns.

(b) *Allocation of Taxes for Straddle Periods*. All Taxes (other than Transfer Taxes) that relate to a Straddle Period shall be allocated between the Pre-Closing Tax Period and Post-Closing Tax Period as follows:

(i) The amount of any Taxes for any Straddle Period that are (A) based on or measured by income or receipts, (B) imposed in connection with the sale, transfer or assignment of property, or (C) required to be withheld, shall be allocated to the Pre-Closing Tax Period based upon an interim closing of the books of the Company as of the close of business on the day prior to the Closing Date.

(ii) The amount of all other Taxes for any Straddle Period shall be allocated to the Pre-Closing Tax Period based upon a fraction, the numerator of which is the number of days in the Straddle Period ending on and including the day prior to the Closing Date and the denominator of which is the number of days in the entire Straddle Period.

(iii) The remainder of the Taxes for the Straddle Period shall be allocated to the Post-Closing Tax Period.

(c) *Tax Returns.*

(i) The Sellers shall prepare and timely file, or cause to be prepared and timely filed, all Tax Returns of the Company for taxable periods that end on or before the day prior to the Closing Date and that are required to be filed after the Closing Date. All such Tax Returns shall be prepared in a manner consistent with past practice (unless otherwise required by Law) and without a change of any election or any accounting method, provided that, at the Sellers' sole discretion, such Tax Returns that are state Tax Returns may include an election relating to California pass through entity Tax or any other similar state election to pay Taxes on the Company's income that would otherwise be imposed on the Sellers' distributive shares thereof so long as Sellers fund any such Taxes concurrently with the filing of any such Tax Returns. The Sellers shall provide copies of any such Tax Return to Buyer at least 30 days prior to the due date (including extensions), or as soon as commercially practicable in the case of non-income Tax Returns, for Buyer's review and comments. The Sellers shall incorporate Buyer's timely raised and reasonable comments. The Buyer shall timely cause the Company to file such Tax Returns. The Sellers shall timely pay or cause to be paid all Taxes due with respect to such Tax Returns except to the extent such Taxes were included in the computation of Net Working Capital in accordance with Section 2.04 or otherwise as a reduction to the Purchase Price. To the extent permitted by Law, each Seller shall include any income, gain, loss, deduction or other tax items for such taxable periods on their respective Tax Returns in a manner consistent with the Schedule K-1s prepared for such taxable periods.

(ii) Buyer shall prepare and timely file, or cause to be prepared and timely filed, all Tax Returns of the Company for taxable periods that end after the Closing Date. All such Tax Returns shall be prepared in a manner consistent with past practice (unless otherwise required by Law) and without a change of any election or any accounting method. Buyer shall provide copies of any such Tax Return to the Sellers at least 30 days prior to the due date (including extensions), or as soon as commercially practicable in the case of non-income Tax Returns, for review and approval (which approval shall not be unreasonably withheld, conditioned or delayed). Buyer shall timely pay or cause to be paid all Taxes due in respect of such Tax Returns and the Sellers shall pay to Buyer on or prior to the due date, pro rata in proportion to the Ownership Percentages, an amount equal to the portion of the Taxes with respect to any such Tax Returns that relates to any Pre-Closing Tax Period (as determined pursuant to Section 6.05(b)) except to the extent such Taxes were included in the computation of Net Working Capital in accordance with Section 2.04 or otherwise as a reduction to the Purchase Price.

(d) *Tax Contests.*

(i) Each party will promptly notify the other parties in writing upon receipt by such party (or any of its Affiliates) of notice of any pending or threatened audit, examination or proceeding by a Governmental Authority in respect of which an indemnity for Losses related to Taxes may be sought pursuant to Section 8.03(a), (b) or (i) or Section 8.04(e) (a "**Tax Claim**").

(ii) The Sellers shall control and resolve any Tax Claim relating to any taxable period that ends on or before the day prior to the Closing Date at the Sellers' sole cost and expense; *provided, however*, that Buyer shall have the right, at its own expense, to participate in, and consult with the Sellers regarding any such Tax Claim. The Sellers may not settle, compromise or resolve any such Tax Claim without the consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

(iii) Buyer shall control and resolve any Tax Claim relating to any taxable period that ends on or after the Closing Date. The Sellers shall have the right, at their own expense, to participate and consult with Buyer regarding any such Tax Claim, if and to the extent that such period includes any Pre-Closing Tax Period. Any settlement or other disposition of any Tax Claim relating to a Straddle Period may only be made with the consent of the Sellers and Buyer, which consent shall not be unreasonably withheld, conditioned or delayed. Buyer shall have sole control over any Tax Claim relating solely to a Post-Closing Tax Period.

(e) *Tax Refunds.* Any Tax refund, credit or similar benefit (including any interest paid or credited with respect thereto) (a "***Tax Refund***") relating to the Company for Taxes paid for any Pre-Closing Tax Period shall be the property of the Sellers except to the extent such Tax Refund was included in the Closing Statement and computation of Net Working Capital in accordance with Section 2.04. Buyer shall promptly pay an amount equal to any such Tax Refund to the Sellers upon receipt by (or crediting for the benefit of) Buyer, the Company, Parent or any of their respective Affiliates.

(f) *Cooperation and Exchange of Information.* Buyer, the Company and Sellers shall provide each other with such cooperation and information as any of them reasonably may request of the other in filing any Tax Return pursuant to this Section 6.05, in any Tax Claim, or in connection with any audit or proceeding in respect of Taxes of the Company. Such cooperation and information shall include providing copies of relevant Tax Returns or portions thereof, together with accompanying schedules, related work papers and documents relating to rulings or other determinations by tax authorities. Buyer shall retain all Tax Returns, schedules and work papers, records and other documents in its possession relating to Tax matters of the Company for any taxable period beginning before the Closing Date until the expiration of the statute of limitations of the taxable periods to which such Tax Returns and other documents relate. Prior to transferring, destroying or discarding any Tax Returns, schedules and work papers, records and other documents in its possession that relate to Tax matters of the Company for any taxable period beginning before the Closing Date, Buyer shall provide the Sellers with reasonable written notice and offer the Sellers the opportunity to take custody of such materials.

(g) *Additional Limitation on Indemnification for Buyer's Actions Post-Closing.* In addition to and not lieu of any limitation on indemnification pursuant to Section 8.05, no Buyer Indemnified Party shall seek recovery from Sellers pursuant to Section 8.03(i) for any Losses relating to Taxes arising as a result of the following actions taken by Buyer or its Affiliates (including the Company) after the Closing: (i) filing or amending or otherwise modifying any Tax Return that relates in whole or in part to any Pre-Closing Tax Period (other than to file Tax Returns in accordance with Section 6.05(c)), (ii) making or changing any election for, or that has retroactive effect to, any Pre-Closing Tax Period, (iii) voluntarily approaching any Tax authority with respect to any Pre-Closing Tax Period or Taxes attributable to a Pre-Closing Tax Period, or (iv) extending or waiving the statute of limitations with respect to any Pre-Closing Tax Period, in each case, except as required under applicable Law or with the Sellers' consent (not to be unreasonably withheld, conditioned or delayed). However, this Section 6.05(g) shall not apply if (A) Sellers consent to any such matters or (B) any such matters are required by applicable Tax Law to properly file any Tax Return for any Post-Closing Tax Period.

Section 6.06 Confidentiality. Each party acknowledges and agrees that the Mutual Non-Disclosure and Non-Circumvention Agreement between the Sellers and Buyer dated September 3, 2021 ("**Confidentiality Agreement**") remains in full force and effect and information provided pursuant to this Agreement and the transactions contemplated hereby shall remain subject to the Confidentiality Agreement; *provided, however*, that anything in this Agreement to the contrary notwithstanding, Buyer and/or a Seller may make any disclosure to the extent permitted by Section 6.02. To the extent not provided in the Confidentiality Agreement, from and after the Closing, each Seller shall, and shall cause its Affiliates, to hold and cause their respective agents, representatives and employees to hold in confidence any and all information, whether written or oral, concerning the Company, the Business, this Agreement or the transactions contemplated by this Agreement, except to the extent that such Seller can show that such information (i) is generally available to and known by the public through no fault of any Seller or any Affiliate of a Seller or their respective agents, representatives or employees; or (ii) is lawfully acquired by such Seller or an Affiliate of such Seller or their respective agents, representatives or employees after the Closing from sources which are not prohibited from disclosing such information. If a Seller or an Affiliate of a Seller or their respective agents, representatives or employees are required to disclose any information by judicial or administrative process or by other requirements of Law, such Seller shall, to the extent permitted by Law, promptly notify Buyer and the Company in writing and shall disclose only that portion of such information which such Seller is advised by its counsel is legally required to be disclosed; *provided, however*, that such Seller shall use its best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information. If this Agreement is, for any reason, terminated prior to the Closing, the Confidentiality Agreement and the provisions of this Section 6.06 shall nonetheless continue in full force and effect.

Section 6.07 R&W Insurance.

(a) Buyer shall use reasonable commercial efforts to obtain a representations the R&W Insurance Policy as of, or as soon practicable after, the Closing Date on terms and conditions consistent with the R&W Insurance Quotation, which R&W Insurance Policy shall (i) have retention amount no greater than \$250,000 and a limit of liability no less than \$4,000,000, (ii) have a reporting period of no less than three years after the Closing Date (six years after the Closing Date with respect to claims based upon Seller Fundamental Representations), and (iii) provide that the insurer waives and agrees not to pursue, directly or indirectly, any subrogation rights against the Sellers, any of their respective Affiliates or any of their respective directors, officers, employees or other representatives other than for intentional fraud. The foregoing notwithstanding, "reasonable commercial efforts" shall not require Buyer to accept exclusions from coverage other than those set forth in the R&W Insurance Quotation.

(b) Buyer shall pay fifty percent (50%) and Sellers, jointly and severally shall pay fifty percent (50%) of all costs and fees associated the R&W Insurance Policy, including the premiums, surplus lines taxes, underwriting fee, due diligence fees, and other fees and expenses required to be paid in connection with the issuance of the R&W Insurance Policy.

ARTICLE VII CLOSING

Section 7.01 Time and Place of Closing. Upon the terms and subject to the conditions of this Agreement, the closing of the transactions contemplated by this Agreement (the “**Closing**”) will take place electronically by the exchange of electronic copies of signed documents and the wire transfer of funds on the date hereof, or at such other time or on such other date as the parties agree in writing.

Section 7.02 Closing Deliverables.

(a) At the Closing, Buyer delivered, or caused to be delivered:

(i) the payments specified in Section 2.02(a) through Section 2.02(c) (subject to applicable adjustments);

(ii) the Adjustable Notes, duly executed by Buyer;

(iii) the Convertible Notes, duly executed by Buyer;

(iv) the Subordination Agreement, duly executed by Buyer and PR;

(v) a certificate duly executed by an officer of Buyer, dated as of the Closing Date, attaching and certifying on behalf of Buyer (A) the Organizational Documents of Buyer, (B) the resolutions of the board of directors (or other appropriate governing body) of Buyer authorizing the execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents executed by Buyer in connection with the transaction contemplated by this Agreement; (C) that the resolutions set forth in clause (B) are in full force and effect as of the Closing Date and are the only resolutions adopted by the governing body of Buyer relating to the transactions contemplated by this Agreement; and (D) the names and signatures of the officers of Buyer who are authorized to sign this Agreement and the other Transaction Documents to be delivered hereunder or in connection with the transactions contemplated by this Agreement;

(vi) a certificate duly executed by an officer of Parent, dated as of the Closing Date, attaching and certifying on behalf of Parent (A) the resolutions of the board of directors (or other appropriate governing body) of Parent authorizing the execution, delivery and performance by Parent of this Agreement and the other Transaction Documents executed by Parent in connection with the transaction contemplated by this Agreement; (B) that the resolutions set forth in clause (A) are in full force and effect as of the Closing Date and are the only resolutions adopted by the governing body of Parent relating to the transactions contemplated by this Agreement; and (C) the names and signatures of the officers of Parent who are authorized to sign this Agreement and the other Transaction Documents to be delivered hereunder or in connection with the transactions contemplated by this Agreement; and

(vii) such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to consummate the transactions contemplated hereby.

(b) At the Closing, the Sellers delivered, or caused to be delivered:

(i) third-party consents set forth in Section 7.02(b)(i) of the Disclosure Schedules or otherwise required in connection with the change in control of the Company under any License or Material Contract;

(ii) payoff letters with respect to all Indebtedness of the Company containing the amount owed by the Company to each and the wire transfer or other payment information relating to such obligations, and any authorizations as may be necessary for Buyer to remit any such amounts on behalf of the Company and release any Encumbrance securing such obligations (the "**Payoff Letters**");

(iii) a written itemized statement of the Transaction Expenses containing the names, payment instructions and amounts due for each payee;

(iv) written evidence of the release of all Encumbrances affecting the Company or its assets and properties, in form and substance satisfactory to Buyer in its sole discretion;

(v) the Subordination Agreement, duly executed by Sellers;

(vi) a properly completed and executed certificate for each Seller in form and substance required by Treasury Regulations Section 1.1445-2(b) dated as of the Closing Date stating that such Seller is not a foreign person;

(vii) certificates (or a lost or destroyed affidavit and surety bond in form and substance satisfactory to Buyer with respect to any missing certificate) representing all of the Shares, endorsed in blank by the record holder thereof or accompanied by a Stock Power in form and substance satisfactory to Buyer executed by the record holder of the Shares represented by such certificate;

(viii) a certificate duly executed by an officer of the Company, dated as of the Closing Date, attaching and certifying on behalf of the Company (A) the Organizational Documents of the Company and (B) the names of the current directors and officers of the Company;

(ix) resignations of all officers and directors of the Company and releases by the officers and directors of the Company of all claims based upon any agreement between such officers or directors and the Company, including the Omnibus Agreement, the Posner Employment Agreement, the Posner Incentive Compensation Agreements, the Posner Transaction Bonus Agreement, the Gietzen VAR, and the Gietzen Transaction Bonus Agreement, all in form and substance satisfactory to Buyer;

(x) releases by Sellers of all claims against the Company except for claims based upon this Agreement and the other Transaction Documents, in form and substance satisfactory to Buyer;

(xi) a certificate duly executed by the trustee of Morris (the “*Trustee*”), dated as of the Closing Date, certifying that the Transaction Documents to which the Morris is a party have been duly authorized by Morris and executed and delivered by the Trustee on behalf of Morris, and that the Trustee has due power and authority to perform its obligations and exercise its rights and powers under such Transaction Documents on behalf of Morris; and

(xii) such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to consummate the transactions contemplated hereby.

Section 7.03 Withholding. Buyer is entitled to deduct and withhold from any amounts payable pursuant to this Agreement any withholding of Taxes or other amounts required under the Code or other applicable Law; provided that Buyer shall provide two days’ notice to the relevant Seller of its intent to so deduct and withhold prior to effecting such deduction and withholding and the parties shall cooperate to minimize any required deduction or withholding. To the extent that any such amounts are so deducted or withheld, such amounts will be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

ARTICLE VIII INDEMNIFICATION AND LIMITATIONS

Section 8.01 Survival. The representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is 12 months from the Closing Date (the “*Expiration Date*”). The foregoing notwithstanding, the Expiration Date shall not apply to any claim based upon (i) a breach of a Seller Fundamental Representation or (ii) fraud (including fraud in the inducement), willful misconduct or intentional misrepresentation, all of which shall survive the Closing indefinitely. All covenants and agreements of the parties contained herein shall survive the Closing indefinitely or for the period explicitly specified therein. Any claims asserted in good faith with reasonable specificity (to the extent known at such time) and by written notice prior to the Expiration Date shall not thereafter be barred by the Expiration Date and such claims shall survive until finally resolved.

Section 8.02 Materiality Qualifiers. For purposes of the computation of Losses under this Article VIII, all “materiality”, “material”, and “Material Adverse Effect” qualifications contained in such representation or warranty shall be disregarded.

Section 8.03 Indemnification by Sellers. Subject to the other terms and conditions of this Article VIII, each Seller shall, jointly and severally, indemnify Buyer, the Company, their respective Affiliates, and their respective agents, representatives, successors and assigns (each, a “*Buyer Indemnified Party*” and collectively, the “*Buyer Indemnified Parties*”) against, and shall hold the Buyer Indemnified Parties harmless from and against, any and all Losses incurred or sustained by, or imposed upon, a Buyer Indemnified Party based upon, arising out of, with respect to or by reason of:

- (a) any breach of a representation or warranty made by such Seller in Article III or by the Sellers in Article IV;
- (b) any breach or nonfulfillment of a covenant or agreement made by such Seller or the Company in this Agreement or a Transaction Document;
- (c) any Indebtedness of the Company, to the extent not paid at the Closing or considered in the computation of Purchase Price;
- (d) any Transaction Expenses of the Company or the Sellers, to the extent not paid prior to the Closing;
- (e) any liability or obligation of the Company arising from the underfunding or termination of, or the withdrawal of the Company from, an Employee Benefit Plan;
- (f) any liability or obligation of the Company relating to the PPP Loan or the forgiveness thereof, including any false or incorrect statement made by the Company or the Sellers in connection with the issuance or forgiveness of the PPP Loan;
- (g) any liability or obligation of the Company relating to, or Loss arising from, a breach of or failure of the Company to comply with Data Law or any, a breach of or failure of the Company to comply with the Company’s policies or any Contract relating to data privacy, data security or protection of personal information, or unauthorized access to the Company’s IT Systems as of or prior to the Closing;
- (h) any liability or obligation of the Company relating to, or Loss arising from, a breach of or failure of the Company to comply with Employment Laws as of or prior to the Closing; or
- (i) any Taxes of the Sellers, the Company (or any predecessor) or relating to the Business for any Pre-Closing Tax Periods, including (i) Taxes for any Straddle Period to the extent allocated to the Pre-Closing Tax Period under Section 6.05(b); (ii) Taxes imposed on the Company under Section 1374 of the Code; (iii) Taxes under Treasury Regulation 1.1502-6 (or any comparable provision of foreign, state or local law) as a result of the Company’s (or any predecessor’s) inclusion as a member of an affiliated, consolidated, combined or unitary group in a Pre-Closing Tax Period; and (iv) Taxes of any Person imposed on the Company as a successor or transferee, or pursuant to a contract, in each case, solely to the extent relating to a Pre-Closing Tax Period, and except to the extent included in the computation of Net Working Capital in accordance with Section 2.04 or otherwise as a reduction to the Purchase Price.

Section 8.04 Indemnification by Buyer. Subject to the other terms and conditions of this Article VIII, Buyer shall indemnify the Sellers, their respective Affiliates, and their respective agents, representatives, successors and assigns (each, a “*Seller Indemnified Party*” and collectively, the “*Seller Indemnified Parties*”) against, and shall hold the Seller Indemnified Parties harmless from and against, any and all Losses incurred or sustained by, or imposed upon, the Seller Indemnified Parties based upon, arising out of, with respect to or by reason of:

- (a) any breach of a representation or warranty made by Buyer in this Agreement or any Transaction Document;
- (b) any breach or nonfulfillment of a covenant or agreement made by Buyer in this Agreement or any Transaction Document; or
- (c) any Liability arising from the operation of the Business and ownership of the Assets by the Company after the Closing Date;
- (d) any Liability or obligation of the Company for taxes, fees or surcharges in any jurisdiction relating to or arising under Communications Laws, including value added, consumption, sales, use, gross receipts, excise, access, bypass or other taxes, duties, fees, charges or surcharges (including Universal Service Fund, LNP, TRS, NANP, E-911 and other regulatory fees and contributions), however designated, imposed or based upon the sale or use of the Company’s services, as well as any penalties, interest or late payment fees resulting from such Liabilities; or
- (e) any Taxes of the Company or relating to the Business for any Post-Closing Tax Period, including Taxes for any Straddle Period to the extent allocated to the Post-Closing Tax Period under Section 6.05(b).

Section 8.05 Limitations. The indemnification provided for in Section 8.03 shall be subject to the following limitations:

- (a) The exclusive remedy of the Buyer Indemnified Parties for any claims under Section 8.03(a) shall be against the R&W Insurance Policy except for (A) claims based on breaches in, or inaccuracies of, Seller Fundamental Representations, and (B) claims based on fraud, criminal activity or willful misconduct of a Seller. To the extent that there is any retained loss under the R&W Insurance Policy, the Sellers, jointly and severally, on the one hand, and Buyer, on the other hand, agree to each pay one-half of such retained loss.
- (b) Any claim for indemnification by a Buyer Indemnified Party for Losses pursuant to Section 8.03(h) shall be made within 12 months after the Effective Date and, to the extent that any claim for indemnification pursuant to Section 8.03(h) is not recoverable under the R&W Insurance Policy, the aggregate amount of such unrecoverable Losses for which the Buyer Indemnified Parties shall be entitled to indemnification pursuant to Section 8.03(h) shall not exceed \$100,000.

(c) The aggregate amount of Losses for which the Buyer Indemnified Parties shall be entitled to indemnification pursuant to Section 8.03(a) and Section 8.03(i) based upon breaches in, or inaccuracies of, Seller Fundamental Representations shall not exceed the Purchase Price.

(d) The Sellers shall not be liable to the Buyer Indemnified Parties for indemnification under Section 8.03(a) unless and until the aggregate amount of Losses for which indemnification under Section 8.03(a) is provided exceeds \$15,000 (the “**Threshold**”), at which time the Buyer Indemnified Parties shall be indemnified for all Losses for which indemnification under Section 8.03(a) is provided including the Threshold; *provided, however, that* the Threshold shall not be applicable with respect to, and each Buyer Indemnified Party shall be entitled to be indemnified for, all Losses arising out of or resulting from (A) claims based upon breaches in, or inaccuracies of, Seller Fundamental Representations and (B) claims based upon fraud, criminal activity or willful misconduct.

Section 8.06 Indemnification Procedures. The party making a claim under this Article VIII is referred to as the “**Indemnified Party**”, and the party against whom such claims are asserted under this Article VIII is referred to as the “**Indemnifying Party**”.

(a) *Third-Party Claims*.

(i) If an Indemnified Party receives written notice of the assertion or commencement of any Action or other legal proceeding made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement in respect of which indemnification may be sought under this Agreement (a “**Third-Party Claim**”), the Indemnified Party shall give the Indemnifying Party prompt written notice thereof (a “**Third-Party Claim Notice**”). The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations except to the extent that any rights or defenses are adversely affected. Such Third-Party Claim Notice shall describe the Third-Party Claim in reasonable detail, shall include a copy of all papers served with respect to such Third-Party Claim and any other documents reasonably necessary (as determined by the Indemnified Party) and shall indicate the estimated amount, if reasonably practicable, of the Losses that have been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in or, by giving written notice within 10 business days of receipt of a Third-Party Claim, to assume the defense of any Third-Party Claim at the Indemnifying Party’s expense and by the Indemnifying Party’s own counsel; *provided, that* such notice contains confirmation that the Indemnifying Party has agreed to indemnify the Indemnified Party (subject to the limitation on indemnification set forth herein) for the Losses arising out of or resulting from the Third-Party Claim of which it is assuming the right to conduct and control the defense. In the event that the Indemnifying Party assumes the defense of any Third-Party Claim, subject to Section 8.06(a)(ii), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third-Party Claim in the name and on behalf of the Indemnified Party; *provided, however, that* the Indemnifying Party shall not be entitled to control, and the Indemnified Party shall be entitled to have sole control over, the defense or settlement of any claim if: (A) such Third-Party Claim is part of an Action to which the Indemnifying Party is also a party and the Indemnified Party is advised by counsel that a conflict exists as a result of the Indemnifying Party’s control over such proceedings, (B) such Third-Party Claim seeks injunctive or other equitable relief against the Indemnified Party, (C) such Third-Party Claim relates to or arises in connection with any governmental proceeding, action, indictment, allegation or investigation in respect of the business of Buyer, the Company or their respective Affiliates, (D) the Indemnifying Party failed or is failing to reasonably prosecute or defend such Third-Party Claim, (E) such Third-Party Claim involves any customer, supplier, distributor or other material business relation of Buyer, the Company or their respective Affiliates, or (F) if a Seller is the Indemnifying Party and such Third-Party Claim involves an obligation in excess of such Seller’s indemnification obligation under this Agreement. If the Indemnifying Party has validly made such election, the Indemnified Party shall have the right, at its own cost and expense, to participate in the defense of any Third-Party Claim with counsel selected by it subject to the Indemnifying Party’s right to control the defense thereof. If the Indemnifying Party elects not to compromise or defend such Third-Party Claim or fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, the Indemnifying Party shall be liable for the fees and expenses of counsel employed by the Indemnified Party. The Indemnified Party and the Indemnifying Party shall cooperate with each other in all reasonable respects to ensure the proper and adequate defense of any Third-Party Claim, including making available books and records and other information relating to such Third-Party Claim and furnishing employees and representatives as may be reasonably necessary for the preparation of the defense of such Third-Party Claim.

(ii) Any other provision of this Agreement notwithstanding, if the Indemnifying Party assumes the defense of any Third-Party Claim pursuant to Section 8.06(a), (A) the Indemnified Party shall not file any papers or consent to the entry of any judgment or enter into any settlement with respect to such Third Party Claim and (B) the Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to such Third-Party Claim without the prior written consent of the Indemnified Party (which consent shall be given if the settlement by its terms obligates the Indemnifying Party to pay the full amount of the obligation in connection with such Third-Party Claim, fully and finally releases the Indemnified Party completely in connection with such Third-Party Claim, and does not impose any obligation or restriction on such Indemnified Party or its Affiliates). If the Indemnifying Party does not assume the defense of such Third-Party Claims or fails to diligently prosecute or withdraws from the defense of a Third-Party Claim, the Indemnifying Party will not be obligated to indemnify the Indemnified Party for any settlement entered into or any judgment consented to without the Indemnifying Party's prior written consent (which consent shall not be unreasonably withheld, delayed or conditioned). Any other provision of this Agreement notwithstanding, whether or not the Indemnifying Party shall have assumed the defense of a Third-Party Claim, if the Indemnified Party admits any obligation with respect to, or settles, compromises or discharges, such Third-Party Claim without the Indemnifying Party's prior written consent (which consent shall not be unreasonably withheld, delayed or conditioned), then such admission, settlement or compromise will not be binding upon or constitute evidence against the Indemnifying Party for purposes of determining whether the Indemnified Party has incurred Losses that are indemnifiable pursuant to this Article VIII or the amount thereof.

(b) *Direct Claims.* Any claim by an Indemnified Party on account of a Loss which does not result from or involve a Third-Party Claim (a “**Direct Claim**”) shall be asserted by the Indemnified Party by providing written notice thereof (a “**Direct Claim Notice**”) to the Indemnifying Party after the Indemnified Party becomes aware of such Direct Claim. Such Direct Claim Notice by the Indemnified Party shall describe the Direct Claim in reasonable detail and shall indicate the estimated amount, if reasonably practicable, of the Losses that have been or may be sustained by the Indemnified Party. The Indemnifying Party shall have 30 days after its receipt of such Direct Claim Notice to respond in writing to such Direct Claim accepting or denying its responsibility with respect to such Direct Claim. During such 30-day period, the Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnified Party shall reasonably assist the Indemnifying Party’s investigation. If the Indemnifying Party (i) agrees in writing that such Direct Claim is within the scope of and subject to indemnification pursuant to this Article VIII or (ii) does not so respond within such 30-day period (each of the foregoing clauses (i) and (ii), an “**Allowed Claim**”), it shall be conclusively established for purposes of this Agreement that such claim is within the scope of and subject to indemnification pursuant to this Article VIII, and, subject to the limitations set forth in Section 8.05, the Indemnified Person shall be entitled to recover promptly from the Indemnifying Person and the Indemnifying Person shall promptly pay to the Indemnified Person, the amount of such Allowed Claim (subject to the limitations set forth in Section 8.05). If within such 30-day period the Indemnifying Person agrees that it has an indemnification obligation for such Direct Claim under this Article VIII but objects to the amount set forth in the Direct Claim Notice, the Indemnified Person shall be entitled to recover from the Indemnifying Person, and the Indemnifying Person shall promptly pay to the Indemnified Person, the lesser amount, without prejudice to the Indemnified Person’s claim for the difference. If within such 30-day period the Indemnifying Person objects in writing to such claim or the amount thereof (each, a “**Disputed Claim**”), then the total amount of indemnification to which the Indemnified Person shall be entitled shall be determined by (A) the written agreement of the Indemnified Person and the Indemnifying Person, or (B) a final non-appealable decision of a court of competent jurisdiction.

(c) *Payment.* Once the total amount is determined to be payable pursuant to this Article VIII, the Indemnifying Party shall satisfy its obligations within five business days of such final, non-appealable adjudication by wire transfer of immediately available funds. The parties hereto agree that should an Indemnifying Party not make full payment of any such obligations within such five-business day period, any amount payable shall accrue interest from and including the date of agreement of the Indemnifying Party or final, non-appealable adjudication to and including the date such payment has been made at a rate per annum equal to 5%. Such interest shall be calculated daily on the basis of a 365-day year and the actual number of days elapsed. Buyer, at its sole option, shall have the right to setoff the amounts due to Buyer arising from any such obligations against any amounts owed hereunder to Sellers, pro rata, including amounts owed to Sellers under the Adjustable Notes or the Convertible Notes.

Section 8.07 Exclusive Remedies. Subject to Section 9.13, the parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement (except as may arise from a claim of fraud, criminal activity, willful misconduct, and as set forth in Section 2.04, Section 6.04, and Section 9.13) shall be pursuant to the indemnification provisions set forth in this Article VIII. In furtherance of the foregoing, each party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other parties hereto and their Affiliates arising under or based upon any Law, except pursuant to the indemnification provisions set forth in this Article VIII (except as may arise from a claim for fraud, criminal activity, willful misconduct, and as set forth in Section 2.04, Section 6.04, and Section 9.13). Nothing in this Section 8.07 shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled pursuant to Section 2.04, Section 6.04, or Section 9.13.

Section 8.08 Tax Treatment of Indemnification Payments. Any indemnification payments made hereunder shall be treated as an adjustment to the Purchase Price for all applicable Tax purposes except as otherwise required by Law.

ARTICLE IX MISCELLANEOUS

Section 9.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

Section 9.02 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing (including e-mail transmission) and shall be deemed to have been given (i) if delivered by hand, when such delivery is made, (ii) if sent by a nationally recognized overnight courier, when received by the addressee, (iii) if delivered by e-mail or facsimile, when such e-mail or facsimile is transmitted to the number or e-mail address specified below, or (iv) if sent by certified or registered mail, return receipt requested, postage prepaid to the address specified below, three business days after the day mailed.

If to Sellers: The Jerry and Lisa Morris Revocable Trust dated
November 18, 2002
Attn: Jerry Morris
17487 Calle Mayor
Rancho Santa Fe, CA 92067

and

Jeffrey Posner
16980 Going My Way
San Diego, CA 92127

With a copy to: Bold Legal LLC
1999 Broadway, Suite 770
Denver, CO 80303
Attention: David J. Kendall

If to Buyer: T3 Communications, Inc.
825 W. Bitters, Suite 104
San Antonio, Texas 78216
Attention: Art Smith

With a copy to: BoyarMiller
2925 Richmond Ave., 14th Floor
Houston, Texas 77098
Attention: Lawrence E. Wilson
Fax: (713) 552-1758

Any party may make changes to the address for notice by delivering a written notice to the other parties in accordance with this Section 9.02.

Section 9.03 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 9.04 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Except as provided in Section 6.04(d), upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 9.05 Entire Agreement. This Agreement (including the Exhibits and the Disclosure Schedules) and the other Transaction Documents constitute the entire agreement of the parties with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter.

Section 9.06 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign its rights or obligations hereunder without the prior written consent of the other parties. The foregoing notwithstanding, the Sellers agree that Buyer shall be entitled to assign and/or collaterally assign all of its rights under this Agreement (including its indemnification rights), in whole or in part, without obtaining the consent or approval of any other party hereto to Post Road Special Opportunity Fund II LP (“**PR**”), or any Affiliates and agents of PR. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 9.07 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. The foregoing notwithstanding, the parties agree that (i) in the event of a breach of this Agreement by any Seller, Buyer, Parent and PR shall have the right to enforce Buyer’s rights under this Agreement, (ii) Parent is expressly intended to be the beneficiary of Section 6.01, Section 6.02 and Section 6.04(b), and (iii) the Buyer Indemnified Parties and the Seller Indemnified Parties are expressly intended to be beneficiaries of Article VIII.

Section 9.08 Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. Any such amendment signed by the parties hereto shall be binding upon such parties.

Section 9.09 Waiver. Any party hereto may (i) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (ii) waive any inaccuracies in the representations and warranties of the other parties contained herein or in any document delivered pursuant hereto, and (iii) waive compliance by the other parties with any of the agreements or conditions contained herein. Any such waiver shall be valid only if set forth in an instrument in writing signed by the party or parties to be bound thereby. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 9.10 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the internal Laws of the State of New York without giving effect to any choice or conflict of law provision, theory, principles or rule (whether of the State of New York or any other jurisdiction).

(b) ANY ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED IN THE STATE OR FEDERAL COURTS IN AND FOR THE BOROUGH OF MANHATTAN, NEW YORK, OR THE SOUTHERN DISTRICT OF NEW YORK, AS APPLICABLE, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH ACTION. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY ACTION BROUGHT IN ANY SUCH COURT AND EACH PARTY WAIVES ALL DEFENSES OR OBJECTION TO VENUE OF THE FEDERAL OR STATE COURTS IN AND FOR THE BOROUGH OF MANHATTAN, NEW YORK, OR THE SOUTHERN DISTRICT OF NEW YORK, AS APPLICABLE, OF ANY ACTION IN SUCH COURTS AND IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF ANY ACTION, (ii) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.10(c).

Section 9.11 Attorneys' Fees with Respect to Litigation. If any Seller, on the one hand, or Buyer on the other hand, initiates any Action involving this Agreement or any agreement executed pursuant hereto against the other, the prevailing party in such Action shall be entitled to receive reimbursement from the other party for all reasonable attorneys' fees, experts' fees, and other costs and expenses incurred by the prevailing party in respect of that Action, including any and all appeals thereof, and such reimbursement shall be included in judgment or final order issued in such Action.

Section 9.12 Reliance. Each of the parties shall be deemed to have relied upon the accuracy of the written representations and warranties made to it in or pursuant to this Agreement, notwithstanding any investigations conducted by or on its behalf or notice, knowledge or belief to the contrary.

Section 9.13 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof or were otherwise breached. It is accordingly agreed that the parties to this Agreement shall be entitled to equitable relief, including an injunction or injunctions in connection with any breach or threatened breach of this Agreement and to enforce specifically the terms and provisions of this Agreement in any court of the United States or any state having jurisdiction, including to enforce the obligations of each Seller and Buyer to consummate the Closing. This paragraph shall not be construed as an election of any remedy, or as a waiver of any right available to the parties under this Agreement or the Law, including the right to seek damages from the breaching party for a breach of any provision of this Agreement, nor shall this paragraph be construed to limit the rights or remedies available under applicable Law for any violation of any provision of this Agreement. The parties hereby expressly waive all requirements of posting a bond in any equitable relief sought, injunctive relief or otherwise.

Section 9.14 Disclosure Schedule. The Disclosure Schedules are arranged to correspond to the representations and warranties in this Agreement. No reference to or disclosure of any item or other matter in the Disclosure Schedules shall be construed as an admission or indication that such item or other matter is material or that such item or other matter is required to be referred to or disclosed in the Disclosure Schedules. The information set forth in the Disclosure Schedules is disclosed solely for the purposes of this Agreement, and no information set forth therein shall be deemed to be an admission by any party hereto to any third party of any matter whatsoever, including of any violation of law or breach of any agreement.

Section 9.15 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or e-mail) in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of the signature page to this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 9.16 Counsel. SELLERS ACKNOWLEDGE THAT THEY ARE EXECUTING A LEGAL DOCUMENT THAT CONTAINS CERTAIN DUTIES, OBLIGATIONS AND RESTRICTIONS AS SPECIFIED HEREIN. SELLERS FURTHERMORE ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED OF THEIR RIGHT TO RETAIN LEGAL COUNSEL, AND THAT THEY HAVE EITHER BEEN REPRESENTED BY LEGAL COUNSEL PRIOR TO THEIR EXECUTION HEREOF OR HAVE KNOWINGLY ELECTED NOT TO BE SO REPRESENTED. SELLERS ACKNOWLEDGE AND AGREE THAT BOYARMILLER HAS REPRESENTED BUYER IN CONNECTION WITH THIS AGREEMENT. FROM TIME TO TIME, AND AT THE REQUEST OF BUYER OR PARENT OR THEIR RESPECTIVE AFFILIATES, BOYARMILLER MAY RENDER LEGAL ADVICE AND PROVIDE LEGAL SERVICES TO BUYER, PARENT, AND/OR THEIR RESPECTIVE AFFILIATES AT FEES AND COSTS TO BE PAID BY BUYER, PARENT AND/OR SUCH AFFILIATES. IN NO EVENT SHALL AN ATTORNEY/CLIENT RELATIONSHIP EXIST BETWEEN BOYARMILLER, ON THE ONE HAND, AND ANY SELLER, ON THE OTHER HAND.

[Balance of Page Intentionally Blank. Signature Page Follows.]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the Closing Date.

BUYER:

T3 COMMUNICATIONS, INC.,
a Nevada corporation

By: _____
Printed Name: _____
Title: _____

SELLERS:

THE JERRY AND LISA MORRIS REVOCABLE TRUST
DATED NOVEMBER 18, 2002,

a _____

By: _____
Printed Name: _____
Title: Trustee

JEFFREY POSNER

Signature Page to Equity Purchase Agreement

**APPENDIX
CERTAIN DEFINITIONS**

“**Accounts Payable**” means all trade accounts payable and other similar obligations arising from the purchase of goods or services for resale or consumption in the Ordinary Course of Business other than (i) Indebtedness, (ii) Transaction Expenses, (iii) obligations relating to goods or services that have not been received, and (iv) obligations that arise from goods or services returned for credit.

“**Accounts Receivable**” means all subscriber accounts, accounts receivable, notes receivable, and other rights to receive anything of value arising from the sale or lease of goods or services or the license of software in the Ordinary Course of Business, including any associated commissions or revenue to be received by the Company under any Agent and/or Partner Agreement with another Person but excluding any amount that a vendor or supplier is obligated to pay for the performance of warranty service relating to the goods or services provided by such vendor or supplier.

“**Action**” means any action, appeal, petition, plea, charge, complaint, claim, suit, demand, litigation, grievance, arbitration, mediation, hearing, inquiry, investigation or similar event, occurrence, or proceeding, including proceedings by or before any Governmental Authority, arbitrator or mediator.

“**Affiliate**” means, with respect to any specified Person, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with, such specified Person, through one or more intermediaries or otherwise. For the purposes of this definition, the term “**control**” (including the terms “**controlling**”, “**controlled by**” and “**under common control with**”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by Contract or otherwise and includes (i) the members of such Person’s immediate family that reside with such Person, and (ii) any Person that is controlled by one or more the Persons described in clause (i).

“**CARES Act**” means the Coronavirus Aid, Relief, and Economic Security Act of 2020 (P.L. 116-136), together with all rules and regulations and guidance issued by any Governmental Authority with respect thereto.

“**Cash**” means cash on hand or held in demand deposit accounts for the benefit of the Company (excluding any cash that is restricted as to its use by the Company), determined in accordance with GAAP and *minus* (i) all outstanding checks, drafts, ACH payments and other negotiable instruments outstanding that have not posted or cleared *plus* (ii) all checks, drafts, ACH payments and other negotiable instruments that have been submitted for collection for which funds have not been received.

“**Closing Date**” means the date on which the Closing occurs.

“**COBRA**” means the group health plan continuation of coverage requirements of Title I, Part 6, of ERISA and Section 4980B of the Code.

Appendix

“**Code**” means the Internal Revenue Code of 1986, as amended, or any amending or superseding Laws of the United States.

“**Communications Laws**” means (a) the Communications Act of 1934, as amended (47 U.S.C. §151 et seq.) and the rules, regulations, decisions and policies of the FCC promulgated thereunder; (b) the state and local statutes governing the communications industry and the rules, orders, regulations and other applicable requirements of any state or local Governmental Authority; and (c) any other rules, regulations, published orders, policies and decisions promulgated by the telecommunications regulatory agencies of the United States, states, municipalities, and territories and interpretations thereof by courts of competent jurisdiction, in each case, with jurisdiction over any of the services offered by the Company, all as the same may be in effect from time to time.

“**Contract**” means any contract, agreement, subcontract, license, lease, note, indenture, commitment, memorandum of understanding, purchase order, sales order, or other legally binding obligation, whether written or oral, and each amendment, supplement, or modification, whether written or oral, in respect of any of the foregoing.

“**Data Laws**” means Laws, guidelines and rules in any jurisdiction (foreign, federal, state, provincial or local) applicable to data privacy, data security, personal information, identity theft protection and/or breach notification of all jurisdictions where data subjects reside, as well as industrial standards applicable to the Company.

“**Disclosure Schedules**” means the Disclosure Schedules delivered by the Company concurrently with the execution and delivery of this Agreement.

“**Dollars**” or “**\$**” means United States Dollars.

“**Employee Benefit Plan**” means any written or oral employee benefit or compensation arrangement, plan, policy, practice, Contract or program established, maintained or sponsored by the Company or any ERISA Affiliate, or to which the Company or any ERISA Affiliate contributes or is required to contribute, on behalf of or for the benefit of any current or former employees, officers, directors, retirees, independent contractors or consultants of the Company or any ERISA Affiliate (or any of their respective spouses or dependents), or to which the Company has or could reasonably be expected to have any obligation or Liability (contingent or otherwise), including any obligation with respect to any ERISA Affiliate, including each “employee benefit plan” within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA, and any other pension, retirement, profit-sharing, bonus, incentive compensation, deferred compensation, employment agreement or contract, vacation, sick pay or other paid time off, stock purchase, equity or phantom equity, severance, change in control pay or vesting, unemployment, hospitalization or other medical, dental, vision, welfare benefits, life insurance, long-term or short-term disability, change of control bonus, fringe benefit or other arrangement or contract which is currently or has been at any time maintained or contributed to by the Company or any ERISA Affiliate for the benefit of any current or former partner, officer, employee or director or the dependents thereof, in each case, whether funded or unfunded and whether or not tax-qualified.

Appendix

“**Encumbrance**” means any encumbrances, liens (statutory or other), security interests, claims, easements, mortgages, deeds of trust, leases, subleases, options, pledges, usufruct, deposits, hypothecations, charges, rights of first refusal or offer, preemptive or conversion rights, options, conversion right, royalty, rights-of-way or restrictions of any kind (including any restriction on the voting of any security, any restriction on the transfer of any security or other asset) or any other preferential right, reservation of ownership, agreement or arrangement having a similar effect or subject to any factoring arrangement, conditional or credit sale agreement, agreement for payment on deferred terms, reservation of title or any similar agreement, arrangement, restriction or encumbrance (or any agreement or obligations, including a conditional obligation, to create or enter into any of the foregoing).

“**Environment**” means (i) land, including surface land, sub-surface strata, seabed and riverbed under water (as defined in clause (ii)); (ii) water, including coastal and inland water, surface waters, and ground waters; and (iii) ambient air.

“**Environmental Law**” means any federal, state, local, foreign, and provincial Law pertaining to the prevention of pollution, remediation of contamination or restoration of environmental quality, protection of human health (to the extent relating to any exposure to any Hazardous Substance) or the Environment (including natural resources), or workplace health and safety, including any Law relating to the management, containment, manufacture, possession, presence, use, processing, generation, transportation, treatment, storage, disposal, Release, abatement, removal, remediation or handling of or exposure to any Hazardous Substances including the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; the Oil Pollution Act, 33 U.S.C. § 2701 *et seq.*; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*; and any regulation implementing any of the foregoing.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. Section 1001 *et seq.*, including all regulations promulgated thereunder (and all successors thereto).

“**ERISA Affiliate**” means any entity (whether or not incorporated) which is (or at any relevant time was) (i) a member of a “controlled group of corporations” within the meaning of Section 414(b) of the Code, (ii) a member of a group of trades or businesses which are under “common control” within the meaning of Sections 414(c) or (o) of the Code, (iii) is otherwise required to be aggregated with the Company pursuant to the provisions contained in Section 414 of the Code, or (iv) an affiliated service group under Section 414(m) of the Code or Section 4001(b)(1) of ERISA.

“**GAAP**” means United States generally accepted accounting principles in effect from time to time, consistently applied from period to period except to the extent of mandatory changes.

“**Governmental Authority**” means any national, federal, state, county, municipal, local or foreign government, or other political subdivision thereof, any agency or instrumentality of such government or political subdivision, or any stock exchange or self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), any arbitrator, court or tribunal of competent jurisdiction, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

Appendix

“Hazardous Substance” means any chemical, substance or material defined, designated or classified as a hazardous waste, hazardous substance, hazardous material, solid waste, pollutant, contaminant, or toxic substance under any Environmental Law, and any petroleum or petroleum products that have been Released into the Environment.

“Indebtedness” means, without duplication, (i) any obligation (A) for borrowed money, (B) arising out of any extension of credit (including reimbursement or payment obligations with respect to surety bonds, letters of credit, bankers’ acceptances and similar instruments) or for the deferred purchase price of property or other assets or services or arising under conditional sale or other title retention agreements, (C) evidenced by notes, bonds, debentures or similar instruments, (D) in respect of leases of (or other agreements conveying the right to use) property or other assets which GAAP requires to be classified and accounted for as capital leases or (E) in respect of interest rate swap, cap or collar agreements or similar arrangements providing for the mitigation of interest rate risks either generally or under specific contingencies; (ii) any obligation for the payment of interest, late payment fees or penalties, prepayment premiums or penalties, service charges or other fees or amounts relating to the obligations described in clause (i); and (iii) any obligation of the type described in the preceding clauses (i) or (ii) of another Person guaranteed or secured by an Encumbrance on any asset or property or otherwise as to which any Liability exists.

“Intellectual Property Assets” means all intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the Laws of any jurisdiction throughout the world, whether registered or unregistered, including (i) all rights arising from, in and to the Company’s Trademarks, the Company’s Patents, the Company’s Copyrights, and the Company’s Software, and all information regarding the status of the prosecution, filing, maintenance, operation thereof, (ii) all proprietary know how, trade secrets and other intellectual property rights of the Company or the Business, and (iii) all rights to any Actions of any nature available to or being pursued the Company to the extent related to the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive relief for infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief, and to collect, or otherwise recover, any such damages.

“Inventory” means all raw materials, work-in-progress and finished goods held for consumption or resale in the Ordinary Course of Business and the cost of providing services that have not been billed and included in Accounts Receivable.

“IRS” means the United States Department of the Treasury, Internal Revenue Service and any successor Governmental Authority responsible for the administration and enforcement of the Code.

Appendix

“**Knowledge of the Company**” or any other similar knowledge qualification, means the actual knowledge, after reasonable investigation, of any Seller or of any director, manager or officer of the Company and the knowledge which such Person would have acquired after using commercially reasonable and customary efforts to make a due inquiry into the underlying subject.

“**Law**” means any domestic or foreign statute, law, ordinance, regulation, rule, code, Order, injunction, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority and generally accepted industry standards.

“**Liability**” means any debt, liability or obligation, including any interest, penalties, fees, costs and expenses, whether known or unknown, matured or unmatured, accrued or unaccrued, vested or unvested, asserted or unasserted, actual or contingent.

“**License**” means any municipal, state, federal or foreign licenses, permits, certificates, certifications, exemptions, franchises, registrations, approvals, waivers, consents and authorizations from any Governmental Authority or any other Person.

“**Loss**” or “**Losses**” means all losses, costs, interest, charges, obligations, liabilities, Actions, settlement payments, awards, judgments, fines, penalties, damages, assessments, deficiencies of whatever kind, or associated reasonable expenses, including reasonable attorneys’ fees and the cost of investigating and enforcing any right to indemnification hereunder.

“**Material Adverse Effect**” means any event, occurrence, fact, condition, change, circumstance, effect, development or state of facts that has had, or would reasonably be expected to have, a material adverse effect on (i) the business, prospects, results of operations, condition (financial or otherwise), assets or liabilities of the Company, or (ii) the ability of the Sellers to perform their respective obligations under this Agreement or the Transaction Documents or consummate the transactions contemplated hereby or thereby; *provided, however*, that “**Material Adverse Effect**” shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (A) general economic or political conditions; (B) conditions generally affecting the industry in which the Business operates; (C) acts of war, sabotage or terrorism, military actions or the escalation thereof, (D) any changes in applicable Laws or accounting rules or principles, including mandatory changes in GAAP, (E) any action required by this Agreement, (F) the announcement of this Agreement or the transactions contemplated hereby, or (G) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates; *provided, however*, that, such exclusions shall not apply to the extent that such event, occurrence, fact, condition or change disproportionately affects the Company with respect to the Business as compared to other participants in the industry in which the Business operates.

“**Net Working Capital**” means (i) current assets less (ii) current liabilities, determined in accordance with GAAP and adjusted on a basis consistent with **Schedule 2**. For the avoidance of doubt, Net Working Capital shall not include any obligations under an Employee Benefit Plan or Transaction Expenses.

“**Net Working Capital Lower Limit**” means negative TWO MILLION, THREE HUNDRED SIXTY THOUSAND and NO/100 UNITED STATES DOLLARS (-\$2,360,000.00).

“**Net Working Capital Upper Limit**” means negative TWO MILLION, ONE HUNDRED SIXTY THOUSAND and NO/100 UNITED STATES DOLLARS (-\$2,160,000.00).

Appendix

“**Order**” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“**Ordinary Course of Business**” means the conduct of the Business consistent with historical practices, including the maintenance and repair of property in accordance with good industry practices, the replacement of inventory and materials as it is sold or consumed, the performance of Contracts as required by the terms thereof, the payment of obligations when due, and the collection of accounts in due course.

“**Organizational Documents**” means with respect to any Person, the articles of incorporation, certificate of incorporation, certificate of formation, certificate of limited partnership, bylaws, limited liability company agreement, operating agreement, partnership agreement, stockholders’ agreement and all other similar documents, instruments or certificates executed, adopted or filed in connection with the creation, formation or organization of such Person, including any amendments and other modifications thereto.

“**Ownership Percentages**” means the percentage of the Shares owned by each Seller, as set forth in **Schedule 1**.

“**Parent**” means Digerati Communications, Inc., a Nevada corporation.

“**Permitted Encumbrance**” means: (i) any zoning, building codes, or other governmentally established restrictions or encumbrances, (ii) liens for current period Taxes which are not yet delinquent, (iii) inchoate liens arising by operation of law, including materialman’s, mechanic’s, repairman’s, laborer’s, warehousemen, carrier’s, employee’s, contractor’s and operator’s liens arising in the Ordinary Course of Business but only to the extent such liens secure obligations that, as of the Closing, are not due and payable or in default; or (iv) minor defects or irregularities in title, easements, covenants, conditions, restrictions, and other similar matters of record affecting title to real property that do not or would not materially impair the use or occupancy of such real property in the operation of the Business as currently conducted thereon.

“**Person**” means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity.

“**Post-Closing Tax Period**” means any taxable period beginning on or after the Closing Date and, with respect to any taxable period beginning before and ending after the day prior to the Closing Date, the portion of such taxable period beginning on the Closing Date.

“**PPP Lender**” means Seacoast Commerce Bank.

“**PPP Loan**” means the U.S. Small Business Administration Loan, dated April 17, 2020, from the PPP Lender, as lender, to the Company, as borrower, under the U.S. Small Business Administration Paycheck Protection Program Note in the original principal amount of \$ SIX HUNDRED EIGHTY-FIVE THOUSAND SIX HUNDRED DOLLARS (\$685,600.00).

Appendix

“**Pre-Closing Tax Period**” means any taxable period ending on or before the day prior to the Closing Date and, with respect to any taxable period beginning before and ending after day prior to the the Closing Date, the portion of such taxable period ending on and including the day prior to the Closing Date.

“**R&W Insurance Quotation**” that certain non-binding indication letter from Beazley Group, dated December 9, 2021, for a representations and warranties insurance policy that Buyer intends to obtain for the benefit of Buyer in connection with this Agreement.

“**R&W Insurance Policy**” means the policy of insurance issued by Beazley Group pursuant to the R&W Quotation.

“**Release**” means any release, spill, emission, leakage, pumping, injection, deposit, disposal, discharge, placement, discarding, abandonment, emptying, migration, escape, dumping, dispersal or leaching into the Environment.

“**Remedial Action**” means all actions required by Environmental Law to (i) clean up, remove, treat, or in any other way address any Hazardous Substances in the Environment; (ii) prevent the Release, or minimize the further Release, of any Hazardous Substance so it does not endanger or threaten to endanger human health or the Environment; or (iii) perform pre-remedial studies and investigations or post-remedial monitoring and care pertaining or relating to a Release of Hazardous Substances.

“**Seller Fundamental Representations**” means the representations and warranties contained in Section 3.01 Powers and Capacity of the Sellers, Section 3.02 Authorization, Execution and Enforceability of Agreement, Section 3.03 No Conflicts, Consents, Section 3.04 Ownership of Shares, Section 3.05 Restrictions on Transfer, Section 3.06 Solvency, Section 3.07 Brokers and Finders, Section 4.01 Organization and Qualification of the Company, Section 4.02 Capitalization, Section 4.05 No Conflicts; Consents, Section 4.09(a) Title to and Sufficiency of Assets, Section 4.18 Employee Benefit Plans, and Section 4.19 Taxes, with respect to federal and state income taxes.

“**Straddle Period**” means a taxable period that begins before and ends after the day prior to the Closing Date.

“**Subordination Agreement**” means that certain Subordination Agreement dated as of the Closing Date among Buyer, PR and the Sellers.

“**Subsidiary**” means, with respect to any Person, any other Person (i) in which such Person owns or has the right to acquire, directly or indirectly, more than 20% of the voting rights, (ii) in which such Person owns or has the right to acquire, directly or indirectly, more than 20% of the economic interest, howsoever denominated, (iii) in which such Person is or has the right to become a general partner, trustee, manager or other governing person, or (iv) whose financial statements are required to be consolidated with such Person in accordance with GAAP.

Appendix

“**Tax**” or “**Taxes**” means any and all taxes, charges, fees, levies, assessments, duties or other amounts payable to any federal, state, local or foreign taxing authority or agency, including: (i) income, franchise, profits, margins, gross receipts, minimum, alternative minimum, estimated, ad valorem, value added, sales, use, service, real or personal property, capital stock, license, payroll, withholding, disability, employment, social security, workers compensation, unemployment compensation, utility, severance, excise, stamp, windfall profits, transfer, environmental, occupation, premium, registration and gains taxes; (ii) customs, duties, imposts, charges, levies or other similar assessments of any kind; (iii) interest, penalties and additions to tax imposed with respect thereto; and (vi) any transfer liability in respect of any item described in clause (i), (ii), or (iii) payable by reason of contract, assumption, transferee liability, operation of Law, Treasury Regulations Section 1.1502-6 (or any predecessor or successor thereof or any analogous or similar provision of state, local or foreign Law), or otherwise. “Tax” and “Taxes” shall not include any universal service fee, surcharges, regulatory contributions or other amounts required to be collected, reported or remitted under Communications Laws.

“**Tax Return**” means any return, report or statement filed or required to be filed with a Governmental Authority with respect to any Taxes (including any elections, declarations, schedules or attachments thereto, and any amendment thereof) including any information return, claim for refund, amended return or declaration of estimated Taxes.

“**Transaction Documents**” means this Agreement, the Closing Statement, the Adjustable Notes, the Convertible Notes, the Subordination Agreement, the Payoff Letters, and the other agreements, instruments and documents required to be delivered in connection with the transactions contemplated by this Agreement.

“**Transaction Expenses**” means all liabilities, costs, fees and expenses incurred by or on behalf of the Sellers or the Company in connection with the negotiation, preparation, execution or delivery of this Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby or thereby, including (i) all legal and professional fees, (ii) all investment banker fees and commissions, finders fees, brokerage fees and other similar amounts payable by the Company or the Sellers, and (iii) all amounts payable by the Company or the Sellers with respect to severance payments, change of control payments, retention bonuses, vesting or payment of amounts under Employee Benefit Plans or Contracts, and other payments that become payable as a result of the execution of this Agreement or any Transaction Document or the consummation of the transactions contemplated hereby or thereby.

“**Transfer Taxes**” means any sales, use, excise, transfer, vehicle transfer, recordation, stamp, conveyance, value added, or similar Taxes arising out of, in connection with, or attributable to the transactions contemplated by this Agreement.

Appendix

SCHEDULE 1
OWNERSHIP OF SHARES AND OWNERSHIP PERCENTAGES

Seller	Number and Class	Ownership Percentage
The Jerry and Lisa Morris Revocable Trust dated November 18, 2002	1350 Shares of Common Stock	90%
Jeff Posner	150 Shares of Common Stock	10%

Schedule 1

SCHEDULE 2
NET WORKING CAPITAL COMPUTATION

Schedule 2

CERTAIN INFORMATION IDENTIFIED WITH THE FOLLOWING MARK: [***] HAS BEEN OMITTED FROM THIS EXHIBIT BECAUSE IT IS BOTH (i) NOT MATERIAL AND (ii) WOULD LIKELY BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED

JOINDER AND SECOND AMENDMENT TO CREDIT AGREEMENT

This Joinder and Second Amendment to Credit Agreement (this “Amendment”), dated as of February 4, 2022, is by and among **T3 COMMUNICATIONS, INC.**, a Nevada corporation (the “Company”), **T3 COMMUNICATIONS, INC.**, a Florida corporation (“T3FL”), **SHIFT8 NETWORKS, INC.**, a Texas Corporation (“Shift8”), **NEXOLOGY, INC.**, a Florida corporation (“Nexogy”; Nexogy, T3FL and Shift8 are each referred to herein individually as an “Existing Guarantor” and collectively as the “Existing Guarantors”), **NEXT LEVEL INTERNET, INC.**, a California corporation (“New Guarantor”; New Guarantor and the Existing Guarantors are each referred to herein individually as a “Guarantor” and collectively as the “Guarantors”; the Company and the Guarantors are each referred to herein individually as a “Loan Party” and collectively as the “Loan Parties”), the Lenders party hereto, and **POST ROAD ADMINISTRATIVE LLC**, a Delaware limited liability company, as administrative agent for the Lenders (together with its successors and assigns in such capacity, the “Administrative Agent”).

RECITALS

WHEREAS, the Company, the Existing Guarantors, the Lenders and the Administrative Agent are parties to that certain Credit Agreement dated as of November 17, 2020 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Credit Agreement”); and

WHEREAS, the Company and the Existing Guarantors have requested that the Administrative Agent and the Lenders (i) join the New Guarantor as “Guarantors” and “Loan Parties” under the Loan Documents as set forth herein and (ii) amend certain provisions of the Credit Agreement, and the Administrative Agent and the Lenders are willing to do so, in each case on and subject to the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto (intending to be legally bound) hereby agree as follows:

1. Definitions. Capitalized terms used herein (including in the Recitals hereto, which are hereby incorporated) and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement, as amended hereby.

2. Joinder and Assumption.

(a) From and after the date hereof, New Guarantor hereby absolutely and unconditionally (i) joins and becomes a party to the Credit Agreement, as a “Loan Party” and “Guarantor” thereunder, and to each of the Loan Documents, including without limitation, the Guaranty and Collateral Agreement and the Pledge Agreement; (ii) assumes, as a joint and several obligor thereunder, all of the obligations, liabilities, indebtedness and indemnities of a Loan Party and/or Guarantor under and pursuant to the Credit Agreement and all other Loan Documents applicable to it as a Loan Party and/or Guarantor thereunder, including, without limitation, the Obligations; (iii) covenants and agrees to be jointly and severally bound by and adhere to all of the terms, covenants, waivers, releases, agreements and conditions of or respecting a Loan Party with respect to the Credit Agreement and the other Loan Documents and hereby ratifies, as of the date hereof, and agrees to be bound by, all of the representations and warranties contained in the Credit Agreement and the other Loan Documents applicable to it as a Loan Party and/or Guarantor thereunder and (iv) in addition to, and without limiting, any grant of security or other provision of the Guaranty and Collateral Agreement, New Guarantor hereby grants a security interest in favor of the Administrative Agent, in accordance with the Guaranty and Collateral Agreement, in:

(i) all of the personal property now owned or at any time hereafter acquired by New Guarantor or in which New Guarantor now has or at any time in the future may acquire any right, title or interest, including all of New Guarantor’s Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, Equipment, Fixtures, General Intangibles, Goods, Instruments, Intellectual Property, Inventory, Investment Property, Pledged Equity, Leases, Letter-of-Credit Rights, Money, and Supporting Obligations (in each case as defined in the Guaranty and Collateral Agreement);

(ii) all books and records pertaining to any of the foregoing;

(iii) all Proceeds (as defined in the Guaranty and Collateral Agreement) and products of any of the foregoing; and

(iv) all collateral security and guaranties given by any Person with respect to any of the foregoing; excluding, however, any Licenses (as defined in the Guaranty and Collateral Agreement) issued by a State Regulatory Authority (as defined in the Guaranty and Collateral Agreement), or any other Governmental Authority (as defined in the Guaranty and Collateral Agreement) to the extent, and only to the extent, it is unlawful to grant a security interest in such Licenses, but including, without limitation, the right to receive all proceeds, products, profits and all other economic value derived or arising from or in connection with the sale, assignment, transfer or transfer of control over such Licenses (including, without limitation, pursuant to any plan of reorganization or similar restructuring plan in any bankruptcy or insolvency proceeding of any Loan Party).

(b) New Guarantor acknowledges and confirms that it has received a copy of the Credit Agreement, the other Loan Documents, and the schedules and exhibits thereto.

(c) From and after the date hereof, any reference to the terms "Loan Party" and "Guarantor" in the Credit Agreement and the Loan Documents, including without limitation, each Collateral Document, shall include New Guarantor. The Company confirms that all of its obligations under the Credit Agreement are, and upon New Guarantor becoming a Loan Party, shall continue to be, in full force and effect. The parties hereto confirm and agree that immediately upon New Guarantor becoming a Loan Party, the term "Obligations," as used in the Credit Agreement and the Loan Documents, shall include all obligations of New Guarantor under the Credit Agreement and under each Loan Document.

3. Amendments to Credit Agreement. Subject to the terms and conditions contained herein, the Company, the Administrative Agent and the Lender hereby amend the Credit Agreement (exclusive of Exhibits other than Exhibit D) such that after giving effect to all such amendments, it shall read in its entirety as set forth on Annex A hereto. In addition to the foregoing, the Company, the Administrative Agent and the Lender hereby agree that Exhibit D (Form of Compliance Certificate) shall be amended as set forth on Annex B hereto.

4. Conditions Precedent. The joinder contained in Section 2 above and the amendments contained in Section 3 above are subject to, and contingent upon, Administrative Agent receiving each of the following items, each in form and substance acceptable to Administrative Agent, unless waived in writing by Administrative Agent in its sole and absolute determination:

(a) a duly executed counterpart of this Amendment signed by each of the parties hereto;

(b) a duly executed Term Loan C Note, payable to Lender and signed by the Company, in form and substance satisfactory to the Administrative Agent;

(c) a duly executed Joinder to Guaranty and Collateral Agreement, signed by the New Guarantor, in form and substance satisfactory to the Administrative Agent;

(d) a duly executed IP Security Agreement, signed by the New Guarantor, in form and substance satisfactory to the Administrative Agent;

(e) a duly executed Collateral Assignment of Acquisition Documents, signed by the Company and acknowledged by Seller (as defined therein) and certain other parties party thereto in favor of the Administrative Agent (for the benefit of Lenders and Administrative Agent), in respect of the Next Level Acquisition, in form and substance satisfactory to the Administrative Agent;

(f) a duly executed Subordination Agreement, signed by the Company, the New Guarantor and the applicable holder of Subordinated Debt in connection with the Next Level Acquisition, in form and substance satisfactory to the Administrative Agent;

(g) evidence satisfactory to the Administrative Agent that the Next Level Acquisition shall have been consummated (including payoffs of any existing indebtedness and release of any existing liens) in form and substance satisfactory to the Administrative Agent and in compliance with all applicable law and regulatory approvals;

(h) a duly executed opinion of counsel to the Loan Parties, in form and substance satisfactory to the Administrative Agent;

(i) for each Loan Party, such Loan Party's (a) charter (or similar formation document), certified by the appropriate Governmental Authority; (b) good standing certificates in its state of incorporation (or formation) and in each other state where it is required to file for authority to do business pursuant to the respective laws of such state; (c) bylaws (or similar governing document); (d) resolutions of its board of directors (or similar governing body) approving and authorizing such Person's execution, delivery and performance of the Loan Documents to which it is party and the transactions contemplated thereby; and (e) signature and incumbency certificates of its officers executing any of the Loan Documents and authorized to submit a Notice of Borrowing (it being understood that the Administrative Agent and Lender may conclusively rely on each such certificate until formally advised by a like certificate of any changes therein), all certified by an authorized officer as being in full force and effect without modification;

(j) certified copies of lien search reports dated a date reasonably near to the Second Amendment Closing Date, listing all effective Liens against which name New Guarantor and/or the seller(s) in connection with the Next Level Acquisition (under their present names and any previous names), along with copies of any financing statements or documentation associated with such Liens;

(k) a duly executed copy of the Next Level Acquisition Agreement; and

(l) such other documents, certificates, schedules, exhibits, instruments and agreements as Administrative Agent shall reasonably request.

5. Costs, Expenses and Taxes. Without limiting the obligation of the Loan Parties to reimburse Administrative Agent (and, as applicable, Lenders) for all costs, fees, disbursements and expenses incurred by Administrative Agent and Lenders as specified in the Credit Agreement, as amended by this Amendment, the Loan Parties agree to pay on demand all costs, fees, disbursements and expenses of Administrative Agent in connection with the preparation, execution and delivery of this Amendment and the other agreements, modifications, instruments and documents contemplated hereby (collectively, the "Transaction Documents"), including, without limitation, reasonable attorneys' fees and expenses.

6. Post-Closing Covenants. The Company shall satisfy each of the following post-closing conditions set forth below within such condition's prescribed time period; provided that such conditions may be waived and/or time periods extended by the Administrative Agent in its sole discretion:

(a) As soon as practicable and in any event not later than thirty (30) days after the Second Amendment Closing Date, the New Guarantor shall have consolidated its "ACH Inbound" deposit account at Bank of America, N.A. with its "Operating" deposit account at Bank of America, N.A., and shall provide appropriate documentation to Administrative Agent to evidence the foregoing;

(b) As soon as practicable and in any event not later than thirty (30) days after the Second Amendment Closing Date, the New Guarantor shall have delivered to Administrative Agent a duly executed Control Agreement, signed by the New Guarantor and New Guarantor's applicable depository institution, in form and substance satisfactory to the Administrative Agent;

(c) As soon as practicable and in any event at least ten (10) Business Days prior to any public filings, including, without limitation, any filings required to be made pursuant to Section 10.15 of the Credit Agreement, the Company shall provide Administrative Agent and its advisors all materials related to such filing(s), regulatory compliance and related matters, for their review;

(d) As soon as practicable and in any event not later than thirty (30) days after the Second Amendment Closing Date, the Company shall have delivered to Administrative Agent evidence of a filed UCC-3 termination statement with respect to the UCC-1 Filing No. #U210095545525 with U.S. Small Business Administration, as secured party, and New Guarantor, as debtor;

(e) As soon as practicable and in any event not later than five (5) Business Days after the Second Amendment Closing Date, the Company shall have delivered to Administrative Agent evidence of a filed UCC-3 termination statement with respect to the UCC-1 Filing No. #19-7689989581 with Western Equipment Finance, Inc., as secured party, and New Guarantor, as debtor;

(f) As soon as practicable and in any event not later than ten (10) days after the Second Amendment Closing Date, the Company shall have delivered to Administrative Agent originals of the certificates representing all the outstanding certificated Capital Stock of the New Guarantor, together with any appropriate powers and instruments of transfer, endorsed in blank, with respect to such certificates;

(g) As soon as practicable and in any event not later than five (5) Business Days after the Second Amendment Closing Date, the Company shall have delivered to Administrative Agent evidence of the existence of insurance required to be maintained pursuant to Section 10.3(b) of the Credit Agreement with respect to the New Guarantor, together with evidence that the Administrative Agent has been named as an additional insured on all related policies of liability insurance, lender's loss payee on all related policies of casualty insurance, a loss payable endorsement on all related policies of casualty insurance, and a collateral assignment of all policies of business interruption insurance;

(h) As soon as practicable and in any event not later than five (5) Business Days after the Second Amendment Closing Date, certified copies of lien search reports with respect to the New Guarantor dated a date reasonably near to the Second Amendment Closing Date, with such search parameters acceptable to Administrative Agent;

(i) As soon as practicable and in any event not later than five (5) Business Days after the Second Amendment Closing Date, the Company shall have delivered to Administrative Agent a duly executed Landlord Agreement with respect the following collocations of the New Guarantor: (i) 12270 World Trade Dr. San Diego CA, 92128, (ii) 900 N. Alameda Los Angeles, CA, and (iii) 900 Walnut St, St. Louis, Missouri; and

(j) As soon as practicable and in any event not later than thirty (30) days after the Second Amendment Closing Date, the Company shall have delivered to Administrative Agent a duly executed Landlord Agreement with respect to T3FL's chief executive office located at 1610 Royal Palm Avenue, Fort Myers, FL 33901.

7. Industry Consultant. The Company hereby acknowledges and agrees that the Administrative Agent shall not later than February 15, 2022, engage an industry consultant (the "Industry Consultant") satisfactory to Administrative Agent, to consult with the Company and its Subsidiaries regarding, among other things, integration strategy, future acquisitions, operating performance, and various business issues. The Company agrees that it shall pay all costs, fees and expenses of such Industry Consultant from time to time.

8. Financial Covenant Amendments. Working in conjunction with the Administrative Agent and the Industry Consultant, the Company shall take, and cause each of its Subsidiaries to take, such actions as are necessary or as the Administrative Agent may request from time to time to ensure that not later than March 31, 2022, the Administrative Agent shall have the financial information and projections necessary or as the Administrative Agent may request from time to time to amend (in the Administrative Agent's sole and absolute discretion) the financial covenants contained in Section 11.12 of the Credit Agreement.

9. Representations, Warranties and Covenant of the Loan Parties. Each Loan Party hereby jointly and severally represents and warrants to Administrative Agent and Lender, which representations and warranties shall survive the execution and delivery hereof, that on and as of the date hereof and after giving effect to this Amendment:

(a) Each Loan Party has the limited liability company power and authority to execute and deliver this Amendment and the Transaction Documents to which it is a party (and perform its respective obligations hereunder and thereunder). This Amendment and the Transaction Documents to which such Loan Party is a party have been duly authorized by such Loan Party. This Amendment, the Transaction Documents to which such Loan Party is a party, and the Credit Agreement (as amended by this Amendment) each constitute the legal, valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with their respective terms, subject to the effect of any applicable bankruptcy, insolvency, reorganization or similar law affecting creditor's rights generally and general principles of equity;

(b) Subject to the revised Schedules attached to this Agreement, each Loan Party's representations and warranties set forth in the Credit Agreement and in the other Loan Documents are true, correct and complete in all material respects (or, if any such representation or warranty is by its terms qualified by concepts of materiality, such representation or warranty is true and correct in all respects) on and as of the date hereof except to the extent that such representations and warranties expressly related solely to an earlier date, in which case such representations were true, correct and complete in all material respects (or, if any such representation or warranty is by its terms qualified by concepts of materiality, such representation or warranty is true and correct in all respects) on and as of such earlier date;

(c) All Obligations now due or payable by any Loan Party to Lenders or Administrative Agent are unconditionally owing by such Loan Party to Lenders and Administrative Agent, without offset, defense or counterclaim of any kind, nature or description whatsoever; and

(d) No Default or Event of Default shall have occurred and be continuing, and no "Default" or "Event of Default" shall have occurred and be continuing under the Loan Documents or the Mezzanine Documents, as of the date hereof or shall occur immediately after giving effect to this Amendment.

Each Loan Party acknowledges that Administrative Agent and Lenders are specifically relying upon the representations, warranties and agreements contained in this Amendment and that such representations, warranties and agreements constitute a material inducement to Administrative Agent and Lenders in entering into this Amendment.

10. Release by Loan Parties. In further consideration of the execution of this Amendment by Administrative Agent and Lenders, each Loan Party (on behalf of itself and its shareholders, directors, members, managers, partners, officers, affiliates, successors and assigns) hereby unconditionally, absolutely and irrevocably forever remises, releases, acquits, satisfies and forever discharges Administrative Agent and Lender and their respective successors, assigns, affiliates, parent entities, officers, employees, directors, shareholders, agents and attorneys (collectively, the "Releasees") from any and all claims, demands, liabilities, disputes, damages, suits, controversies, penalties, fees, costs, expenses, actions and causes of action (whether at law or in equity) and obligations of every nature whatsoever, whether liquidated or unliquidated, known or unknown, matured or unmatured, fixed or contingent (all of the foregoing, "Claims"), that such Loan Party (or any of its respective shareholders, directors, members, managers, partners, officers, affiliates, successors or assigns) occurring on or before the date hereof, from any or all of the Releasees, which arise from or relate to any actions, omissions, conditions, events, or any other circumstances whatsoever on or prior to the date hereof, including, without limitation, with respect to the Obligations, any Collateral, the Credit Agreement, the transactions relating thereto or hereto, and any other Loan Document, other than for the gross negligence or willful misconduct of Administrative Agent as finally determined in a non-appealable order of a court of competent jurisdiction.

11. Reference to Credit Agreement; No Waiver.

(a) References. Upon the effectiveness of this Amendment, each reference in the Credit Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import shall mean and be a reference to the Credit Agreement, as amended hereby. The term "Loan Documents" as defined in Section 1.1 of the Credit Agreement shall include (in addition to the Loan Documents described in the Credit Agreement) this Amendment and the other Transaction Documents.

(b) No Waiver. The failure of Administrative Agent (or, as applicable, Lenders), at any time or times hereafter, to require strict performance by Loan Parties of any provision or term of the Credit Agreement, this Amendment or the other Loan Documents shall not waive, affect or diminish any right of Administrative Agent (or, as applicable, Lenders) hereafter to demand strict compliance and performance herewith or therewith. Any suspension or waiver by Administrative Agent or Lenders of a breach of this Amendment or any Event of Default under the Credit Agreement shall not, except as expressly set forth in a writing signed by Administrative Agent, suspend, waive or affect any other breach of this Amendment or any Event of Default under the Credit Agreement, whether the same is prior or subsequent thereto and whether of the same or of a different kind or character. None of the undertakings, agreements, warranties, covenants and representations of the Loan Parties contained in this Amendment, shall be deemed to have been suspended or waived by Administrative Agent or Lenders unless such suspension or waiver is (i) in writing and signed by Administrative Agent and (ii) delivered to the Loan Parties. In no event shall Administrative Agent's and Lenders' execution and delivery of this Amendment establish a course of dealing among Administrative Agent, Lenders, Loan Parties or any other obligor, or in any other way obligate Administrative Agent or Lenders to hereafter provide any amendments or waivers with respect to the Credit Agreement. The terms and provisions of this Amendment shall be limited precisely as written and shall not be deemed (x) to be a consent to any amendment or modification of any other term or condition of the Credit Agreement or of any of the Loan Documents (except as expressly provided herein); or (y) to prejudice any right or remedy which Administrative Agent or any Lender may now have under or in connection with the Credit Agreement or any of the Loan Documents. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of Administrative Agent or any Lender under the Credit Agreement or any of the Loan Documents, or any Default or Event of Default under the Credit Agreement. It is the intention of the parties hereto that the execution and delivery of this Amendment does not effectuate a novation of the liabilities and obligations of the Loan Parties to Administrative Agent or Lenders with respect to the Loans, but merely serves as a modification of certain terms thereof.

(c) Full Force and Effect. The Credit Agreement and all Loan Documents, in each case as amended hereby, shall remain in full force and effect and are hereby ratified and confirmed.

(d) Reaffirmation of Security Interest. Each Loan Party hereby ratifies and reaffirms any and all grants of Liens to Administrative Agent in, to and on the Collateral as security for the Obligations, and the Company acknowledges and confirms that the grants of the Liens to Administrative Agent for the benefit of itself and Lenders in, to and on the Collateral: (i) represent continuing Liens on all of the Collateral, (ii) secure the indefeasible payment in full in cash all of the Obligations when due or declared due in accordance with the terms of the Credit Agreement, and (iii) represent valid and first priority perfected Liens on all of the Collateral (subject only to Permitted Liens).

12. Miscellaneous. Titles and headings herein are solely for the convenience of the parties and are without substantive legal meaning. This Amendment may only be amended or modified by a writing signed by Administrative Agent, Required Lenders and the Loan Parties. Neither this Amendment nor any uncertainty or ambiguity herein shall be construed or resolved against Administrative Agent or Lenders, whether under any rule of construction or otherwise.

13. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, the Loan Parties may not assign any of its rights or obligations under this Amendment without the prior written consent of Administrative Agent.

14. Severability. Wherever possible, each provision of this Amendment shall be interpreted in such a manner so as to be effective and valid under applicable law, but if any provision of this Amendment is held to be prohibited by or invalid under applicable law, such provision or provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Amendment.

15. Counterparts. This Amendment may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument, admissible into evidence.

16. Facsimile. A signature hereto sent or delivered by facsimile or other electronic means shall be as legally binding and enforceable as a signed original for all purposes.

17. Governing Law. This Amendment and the other Loan Documents and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Amendment or any other Loan Document (except, as to any other Loan Document, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

18. Jurisdiction. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AMENDMENT OR ANY OTHER LOAN DOCUMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF NEW YORK COUNTY, THE STATE OF NEW YORK, OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK; OR, IF THE ADMINISTRATIVE AGENT INITIATES SUCH ACTION, IN ADDITION TO THE FOREGOING COURTS, ANY COURT IN WHICH THE ADMINISTRATIVE AGENT SHALL INITIATE OR TO WHICH THE ADMINISTRATIVE AGENT SHALL REMOVE SUCH ACTION, TO THE EXTENT SUCH COURT OTHERWISE HAS JURISDICTION. EACH LOAN PARTY HEREBY EXPRESSLY AND IRREVOCABLY CONSENTS AND SUBMITS IN ADVANCE TO THE JURISDICTION OF SUCH COURTS IN ANY ACTION OR PROCEEDING COMMENCED IN OR REMOVED BY THE ADMINISTRATIVE AGENT TO ANY OF SUCH COURTS, HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND HEREBY AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO SUCH LOAN PARTY AT THE ADDRESS SET FORTH IN SECTION 15.3 OF THE CREDIT AGREEMENT. EACH LOAN PARTY WAIVES ANY CLAIM THAT ANY COURT HAVING SITUS IN NEW YORK COUNTY, NEW YORK, IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. SHOULD ANY LOAN PARTY, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE PERIOD OF TIME PRESCRIBED BY LAW AFTER THE MAILING THEREOF, SUCH LOAN PARTY SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY THE ADMINISTRATIVE AGENT AGAINST SUCH LOAN PARTY AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR THE LOAN PARTIES SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT, BY THE ADMINISTRATIVE AGENT, OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING, BY THE ADMINISTRATIVE AGENT, OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND EACH LOAN PARTY HEREBY IRREVOCABLY WAIVES THE RIGHT TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

19. **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AMENDMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AMENDMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

20. Tax Treatment of the New Principal Amount. Notwithstanding anything to the contrary contained in this Amendment and solely for all U.S. federal, state and local income tax purposes, the parties hereby agree that the Lenders' advance of the New Principal Amount shall be treated as a new loan rather than a modification of the existing Loans under the Credit Agreement, and, as a result, Treasury Regulation 1.1001-3 shall not apply to the incurrence of the New Principal Amount. The Lenders and the Company hereby agree that they shall report the transaction consistent with this approach and shall not take any inconsistent position on any U.S. federal, state or local tax filing or with any governmental authority, in each case without the express written consent of the other party.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have duly executed this Joinder and Second Amendment to Credit Agreement as of the date first above written.

COMPANY:

T3 COMMUNICATIONS, INC., a Nevada corporation, as the Company

By: _____

Name:

Title:

[Signature Page to Joinder and Second Amendment to Credit Agreement]

EXISTING GUARANTORS:

T3 COMMUNICATIONS, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

SHIFT8 NETWORKS, INC., a Texas Corporation

By: _____
Name: _____
Title: _____

NEXOLOGY, INC., a Florida corporation

By: _____
Name: _____
Title: _____

NEW GUARANTOR:

NEXT LEVEL INTERNET, INC.,
a California corporation

By: _____
Name: _____
Title: _____

[Signature Page to Joinder and Second Amendment to Credit Agreement]

ADMINISTRATIVE AGENT:

POST ROAD ADMINISTRATIVE LLC

By: _____
Name: Michael Bogdan
Title: Authorized Signatory

LENDERS:

POST ROAD SPECIAL OPPORTUNITY FUND II LP

By: _____
Name: Michael Bogdan
Title: Authorized Signatory

ACKNOWLEDGED AND AGREED:

Digerati Technologies, Inc., a Nevada corporation

By: _____
Name:
Title:

[Signature Page to Joinder and Second Amendment to Credit Agreement]

ANNEX A

TO JOINDER AND SECOND AMENDMENT TO CREDIT AGREEMENT

Amended Credit Agreement

Conformed through Joinder and Second Amendment dated February 4, 2022

CREDIT AGREEMENT

dated as of November 17, 2020 among

T3 COMMUNICATIONS, INC.,

as the Company,

THE SUBSIDIARIES OF THE COMPANY FROM TIME TO TIME PARTY HERETO,

as additional Loan Parties hereunder,

THE VARIOUS PERSONS PARTY HERETO,

as Lenders, and

POST ROAD ADMINISTRATIVE LLC,

as the Administrative Agent

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C. CREDIT AGREEMENT

THIS CREDIT AGREEMENT, dated as of November 17, 2020 (this "Agreement"), is entered into among T3 COMMUNICATIONS, INC., a Nevada corporation (the "Company"), as the borrower and a Loan Party hereunder, the Subsidiaries of the Company that are or from time to time may become parties hereto as Guarantors and Loan Parties hereunder, the Parent (solely with respect to the Sections applicable thereto), the Persons that are or from time to time may become parties hereto as Lenders hereunder, and POST ROAD ADMINISTRATIVE LLC, a Delaware limited liability company (in its individual capacity, "Post Road"), in its capacity as administrative agent for the Lenders.

RECITALS

A. The Company has requested that the Lenders (1) extend a \$22,168,515.30 Term Loan A to the Company on the Closing Date (a) to fund the ActivePBX Acquisition and the Nexogy Acquisition on the Closing Date, (b) to provide growth capital, (c) for working capital, and (d) to pay for transaction fees and expenses; and (2) extend a \$10,000,000 Term Loan C to the Company on the Second Amendment Closing Date (w) to fund the Next Level Acquisition on the Second Amendment Closing Date, (x) to provide growth capital, (y) for working capital, and (z) to pay for transaction fees and expenses.

B. The Company has requested that the Lenders also extend an additional \$6,000,000 Delayed Draw Loan to the Company on the First Amendment Closing Date (i) to fund the SkyNet Acquisition on the Skynet Acquisition Effective Date, (ii) to provide growth capital and (iii) to pay for transaction fees and expenses relating thereto.

C. The Subsidiaries of the Company from time to time party hereto are Wholly-Owned Subsidiaries of the Company, and it is to the direct and indirect financial benefit of the Parent and all Guarantors that the Lenders provide the financing requested by the Company.

D. The Lenders have agreed to provide the financing requested by the Company on the terms and conditions herein set forth.

NOW THEREFORE, in consideration of the mutual agreements herein contained, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

D. ARTICLE I
DEFINITIONS

1.1 Definitions. When used herein the following terms shall have the following meanings:

Account Debtor has the meaning assigned to that term in the UCC.

ActivePBX Acquisition means that certain asset Acquisition as contemplated by the ActivePBX Acquisition Documents.

ActivePBX Acquisition Agreement means that certain Asset Purchase Agreement dated as of November 17, 2020 by and between ActiveServe, Inc., a Florida corporation, as seller, and the Company, as buyer (as amended, restated or otherwise modified from time to time).

ActivePBX Acquisition Documents means the ActivePBX Acquisition Agreement and any escrow agreement, representation and warranty insurance policy, restrictive covenant agreement, bill of sale, assignment and assumption agreement, real estate contract, special warranty deed, assignment of intellectual property, consulting agreement, management agreement, employment agreement, non-compete agreement, transition services agreement, and side-letter agreement entered into in connection therewith and any and all of the other binding instruments and agreements executed or delivered in connection with the ActivePBX Acquisition.

Acquisition means any transaction or series of related transactions for the purpose of or resulting, directly or indirectly, in (a) the acquisition of all or substantially all of the assets of a Person, or of all or substantially all of any business or division of a Person, (b) the acquisition of in excess of 50% of the Capital Stock of any Person, or otherwise causing any Person to become a Subsidiary, or (c) a merger or consolidation or any other combination with another Person (other than a Person that is already a Subsidiary).

Acquisition Documents means, collectively, the ActivePBX Acquisition Documents, the Nexogy Acquisition Documents, the SkyNet Acquisition Documents and the Next Level Acquisition Documents.

Administrative Agent means Post Road, in its capacity as administrative agent for the Lenders hereunder and any successor thereto in such capacity.

Affiliate of any Person means (a) any other Person which, directly or indirectly, controls or is controlled by or is under common control with such Person, (b) any officer or director of such Person, and (c) with respect to any Lender, any entity administered or managed by such Lender or an Affiliate or investment advisor thereof and which is engaged in making, purchasing, holding, or otherwise investing in commercial loans. A Person shall be deemed to be “controlled by” any other Person if such Person possesses, directly or indirectly, power to vote 5% or more of the securities (on a fully diluted basis) having ordinary voting power for the election of directors or managers or power to direct or cause the direction of the management and policies of such Person whether by contract or otherwise. Unless expressly stated otherwise herein, neither the Administrative Agent nor any Lender shall be deemed an Affiliate of any Loan Party.

Agreement - see the Preamble.

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.

Approved Subordinated Debt means Debt of the Company and/or its Subsidiaries as evidenced by (i) that certain Promissory Note dated as of the date hereof in the original principal amount of \$1,090,000 executed by the Company in favor of ActiveServe, Inc., (ii) the earnout obligation pursuant to Section 3.03 of the SkyNet Acquisition Agreement and the contingent payment obligation pursuant to Section 3.04 of the SkyNet Acquisition Agreement, (iii) that certain Adjustable Note (as defined in the Next Level Acquisition Agreement), and (iv) that certain Convertible Note (as defined in the Next Level Acquisition Agreement), each as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

Asset Disposition means the sale, lease, assignment or other transfer for value (each, a “Disposition”) by any Loan Party to any Person (other than a Loan Party) of any asset or right of such Loan Party (including, the loss, destruction or damage of any thereof or any actual or threatened (in writing to any Loan Party) condemnation, confiscation, requisition, seizure or taking thereof) other than (a) the Disposition of any asset which is to be replaced, and is in fact replaced, within 90 days with another asset performing the same or a similar function and (b) the Disposition of inventory or other assets in the ordinary course of business.

Assignee - see Section 15.5.2.

Assignment and Assumption - see Section 15.5.2.

Attorney Costs means, with respect to any Person, all reasonable fees and charges of any counsel to such Person, all reasonable disbursements of counsel and all court costs and similar legal expenses.

Board means the board of directors or board of managers (or comparable governing body) of any Loan Party, as applicable, and shall include any committee duly authorized to act on behalf of such board of directors or board of managers (or comparable governing body).

Board Observer - see Section 10.13.

Borrowing Request means a written request by the Company for the funding of each Loan, which shall be in the form of Exhibit F attached hereto.

Business Day means any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of New York or is a day on which banking institutions located in such state are authorized or required by law or other governmental action to close and which is also a day for trading by and between banks in Dollar deposits in the London interbank market.

Capital Expenditures means all expenditures which, in accordance with GAAP, would be required to be capitalized and shown on the consolidated balance sheet of the Company, including expenditures in respect of Capital Leases.

Capital Lease means, with respect to any Person, any lease of (or other agreement conveying the right to use) any real or personal property by such Person that, in conformity with GAAP, is accounted for as a capital lease on the balance sheet of such Person.

Capitalized Rentals of any Person means as of the date of any determination thereof, the amount at which the aggregate present value of future rentals due and to become due under all Capital Leases under which such Person is a lessee.

Capital Stock means, with respect to any Person, all shares, interests, participations or other equivalents (however designated, whether voting or non-voting) of such Person's capital, whether now outstanding or issued or acquired after the Closing Date, including common shares, preferred shares, membership interests in a limited liability company, limited or general partnership interests in a partnership, interests in a trust, interests in other unincorporated organizations or any other equivalent of such ownership interest.

CARES Act means the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. 116- 136, as amended.

Change in Law means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

Change of Control means the occurrence of any of the following events: (a) Parent ceases to own and control at least 80.01% of the voting and non-voting Capital Stock of the Company,

(b) the Minority T3NV Shareholders cease to own, in the aggregate, 19.99% of the voting and non-voting Capital Stock of the Company, (c) the Company shall cease to (i) own at least 100% of the voting and non-voting Capital Stock of each of T3FL, Nexogy, Shift8 and Next Level and

(ii) hold voting Capital Stock of each of T3FL, Nexogy, Shift8 and Next Level in an amount sufficient to elect, or to have the right and power to designate, at least a majority of the Board of each of T3FL, Nexogy, Shift8 and Next Level; or (d) the Company shall cease to, directly or indirectly, own and control 100% of each class of the outstanding Capital Stock of any other Subsidiary.

Churn means (A) (i) lost monthly Recurring Revenue from clients or Account Debtors of the Company at the commencement of the applicable trailing three month period, minus (ii) new monthly Recurring Revenue from clients or Account Debtors of the Company at the commencement of the applicable trailing three month period; divided by (B) the Company's monthly Recurring Revenue at the commencement of such trailing three month period; provided, that at no time shall Churn be less than zero percent (0%) for calculation purposes hereof.

Closing Date - see Section 12.1.

Closing Date Commitment means, as to any Lender, such Lender's commitment to make Loans on the Closing Date. The amount of each Lender's commitment to make Loans on the Closing Date is set forth on Annex A. The aggregate amount of the Closing Date Commitments on the Closing Date is \$14,000,000.

Closing Date Loan means each Loan made on the Closing Date.

Code means the Internal Revenue Code of 1986, as amended.

Collateral is defined in the Guaranty and Collateral Agreement.

Collateral Assignment of Acquisition Documents means that certain Collateral Assignment of Acquisition Documents dated as of the date hereof by the Company, and acknowledged by Seller (as defined therein) and certain other parties party thereto in favor of the Administrative Agent (for the benefit of Lenders and Administrative Agent), in respect of the Nexogy Acquisition Documents, as amended, restated, supplemented or otherwise modified from time to time.

Collateral Documents means, collectively, the Guaranty and Collateral Agreement, the Pledge Agreement, the Collateral Assignment of Acquisition Documents, the IP Security Agreement, each Mortgage, each Landlord Agreement, each Control Agreement, each Perfection Certificate, and any other agreement or instrument pursuant to which the Company, any Subsidiary or any other Person grants or purports to grant any interest in any collateral to the Administrative Agent for the benefit of the Lenders, or that otherwise relates to such collateral, as the same may be amended, restated or otherwise modified from time to time, together with any joinders thereto from time to time.

Commitment means, as to any Lender, such Lender's Closing Date Commitment and Delayed Draw Commitment.

Company - see the Preamble.

Compliance Certificate means a Compliance Certificate in substantially the form of Exhibit D.

Computation Period means each period of four consecutive Fiscal Quarters ending on the last day of a Fiscal Quarter.

Consolidated Net Income means, without duplication, the net income (or loss) of the Company and its Subsidiaries for such period, excluding any gains or losses from Dispositions, any extraordinary gains or losses, and any gains or losses from discontinued operations.

Contingent Liability means, with respect to any Person, each obligation and liability of such Person and all such obligations and liabilities of such Person incurred pursuant to any agreement, undertaking or arrangement by which such Person: (a) guarantees, endorses or otherwise becomes or is contingently liable upon (by direct or indirect agreement, contingent or otherwise, to provide funds for payment, to supply funds to, or otherwise to invest in, a debtor, or otherwise to assure a creditor against loss) the indebtedness, dividend, obligation or other liability of any other Person in any manner (other than by endorsement of instruments in the course of collection), including any indebtedness, dividend or other obligation which may be issued or incurred at some future time; (b) guarantees the payment of dividends or other distributions upon the Capital Stock of any other Person; (c) undertakes or agrees (whether contingently or otherwise): (i) to purchase, repurchase, or otherwise acquire any indebtedness, obligation or liability of any other Person or any property or assets constituting security therefor, (ii) to advance or provide funds for the payment or discharge of any indebtedness, obligation or liability of any other Person (whether in the form of loans, advances, stock purchases, capital contributions or otherwise), or to maintain solvency, assets, level of income, working capital or other financial condition of any other Person, or (iii) to make payment to any other Person other than for value received; (d) agrees to lease property or to purchase securities, property or services from such other Person with the purpose or intent of assuring the owner of such indebtedness or obligation of the ability of such other Person to make payment of the indebtedness or obligation; (e) to induce the issuance of, or in connection with the issuance of, any letter of credit for the benefit of such other Person; or (f) undertakes or agrees otherwise to assure a creditor against loss. The amount of any Contingent Liability shall (subject to any limitation set forth herein) be deemed to be the outstanding principal amount of the indebtedness, obligation or other liability guaranteed or supported thereby or, if not a fixed and determinable amount, the maximum amount so supported or guaranteed.

Control Agreement means one or more control agreements, in form and substance satisfactory to the Administrative Agent, executed and delivered by each bank or other financial institution at which the Company or any Subsidiary maintains a deposit, or securities, or other investment account, the Administrative Agent, and the Company or such Subsidiary, granting the Administrative Agent "control" (as such term is defined in the UCC) over such account.

Convertible Note Offering means one or more unsecured, subordinated convertible notes issued by the Parent, subject to a subordination agreement in form and substance satisfactory to the Administrative Agent.

Debt of any Person means, without duplication, (a) all indebtedness for borrowed money of such Person, whether or not evidenced by bonds, debentures, notes or similar instruments, (b) all obligations of such Person as lessee under Capital Leases including, without duplication, Capitalized Rentals, which have been or should be recorded as liabilities on a balance sheet of such Person in accordance with GAAP, (c) all obligations of such Person to pay the deferred purchase price of property or services (excluding (i) trade accounts payable in the ordinary course of business not more than 60 days past due, and (ii) deferred compensation arrangements approved in advance by the Administrative Agent and entered into in the ordinary course of business in consideration for actual services rendered), (d) all indebtedness secured by a Lien on the property of such Person, whether or not such indebtedness shall have been assumed by such Person; provided that if such Person has not assumed or otherwise become liable for such indebtedness, such indebtedness shall be measured as the lesser of the amount of any such indebtedness or the fair market value of such property securing such indebtedness at the time of determination, (e) all obligations, contingent or otherwise, with respect to the face amount of all letters of credit (whether or not drawn), bankers' acceptances and similar obligations issued for the account of such Person, (f) all Hedging Obligations of such Person, (g) all Contingent Liabilities of such Person, (h) all Off-Balance Sheet Liabilities, (i) all Debt of any partnership of which such Person is a general partner, (j) all non-compete payment obligations, earnouts (to the extent such amount becomes due and payable) and similar obligations, and (k) any Capital Stock or other equity instrument, whether or not mandatory redeemable, that under GAAP is or should be characterized as debt and not equity, whether pursuant to financial accounting standards board issuance No. 150 or otherwise.

Debtor Relief Laws means the Bankruptcy Code of the United States of America, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

Debt to be Repaid means the Debt identified on Schedule 12.1.

Default Rate means, at any time, the rate of interest then payable under Section 3.1 plus 3.0% per annum.

Delayed Draw Account means a deposit account at Wells Fargo Bank, N.A. that, if applicable pursuant to Section 6 of the First Amendment, shall be established by the Company after the First Amendment Closing Date pursuant to Section 6 of the First Amendment, subject to the terms and provisions of a blocked Control Agreement, in which the proceeds of the Delayed Draw Loan shall be maintained until the SkyNet Acquisition Effective Date pursuant to the terms and conditions of Section 6 of the First Amendment.

Delayed Draw Commitment means, as to any Lender, such Lender's commitment to make Loans during the Delayed Draw Commitment Period. The amount of each Lender's commitment to make Loans during the Delayed Draw Commitment Period is set forth on Annex A. The aggregate amount of the Delayed Draw Commitments on the Closing Date is \$6,000,000.

Delayed Draw Commitment Period means the period beginning the day after the Closing Date and ending on May 17, 2022.

Delayed Draw Date means any date (which must be a Business Day) that a Delayed Draw Loan is made.

Delayed Draw Loan means any Loan made pursuant to any Lender's Delayed Draw Commitment.

Delayed Draw Term Note means that certain Delayed Draw Term Note made as of the Closing Date by the Company to the order of Lender, as the same may be amended, restated or otherwise modified from time to time, together with any joinders thereto from time to time, substantially in the form of Exhibit C.

Disposition - see the definition of "Asset Disposition".

Dollar and the sign "\$" mean lawful money of the United States of America.

EBITDA means, for any period, Consolidated Net Income for such period, *plus*, (a) in each case, without duplication and only to the extent deducted in determining such Consolidated Net Income: (i) Interest Expense, (ii) income tax expense, (iii) depreciation and amortization, (iv) professional fees and other fees, costs and expenses with respect to the transactions contemplated by this Agreement (including with respect to the acquisitions consummated on or about the Closing Date) incurred by the Loan Parties during such period in an aggregate amount not to exceed \$200,000 per year in the aggregate; (v) professional fees and other fees, costs and expenses with respect to the First Amendment and the Second Amendment in an amount equal to \$550,000; (vi) professional fees and other fees, costs and expenses with respect to the transactions contemplated by the SkyNet Acquisition Documents and the Next Level Acquisition Documents in an amount equal to \$1,000,000; (vii) the fees, costs, and expenses paid to the Industry Consultant required by the Second Amendment; (ix) one-time non-recurring expenses not exceeding \$200,000 per year in the aggregate; and (x) amounts paid by the Company with respect to board fees and expenses, in an amount not exceeding \$50,000 per year in the aggregate; *minus* (b) without duplication and to the extent included in determining such Consolidated Net Income, proceeds of insurance, other than business interruption insurance.

Employment Agreements means the Employment Agreements between the Company and each of the Key Executives.

Environmental Claims means all claims however asserted, by any Governmental, Authority or other Person alleging potential liability or responsibility for violation of any Environmental Law, or for release or injury to the environment.

Environmental Laws means all applicable present or future federal, state or local laws, statutes, common law duties, rules, regulations, ordinances, and codes, together with all administrative or judicial orders, consent agreements, directed duties, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case relating to any matter arising out of or relating to public health and safety, or pollution or protection of the environment or workplace, including any of the foregoing relating to the presence, use, production, generation, handling, transport, treatment, storage, disposal, distribution, discharge, emission, release, control, or cleanup of any Hazardous Substance.

Equity Documents means the operating agreement or bylaws of the Company and each other Loan Party (as applicable), and any other agreement relating to the ownership of the Capital Stock of such Person and/or the voting and/or operational control of such Person.

ERISA means the Employee Retirement Income Security Act of 1974.

ERISA Affiliate means any trade or business (whether or not incorporated), which, together with the Company, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for the purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

ERISA Event means (a) any “reportable event”, as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived); (b) any failure to timely make any payment required by the Pension Funding Rules with respect to a Plan (determined without regard to any waiver); (c) any application for a waiver of the Pension Funding Rules with respect to a Plan; (d) the incurrence by the Company or any of their respective ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by the Company or any of their respective ERISA Affiliates from the PBGC or a plan administrator appointed by the PBGC of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (f) the incurrence by the Company or any of their respective ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; or (g) the receipt by the Company or any of their respective ERISA Affiliates of any notice, or the receipt by any Multiemployer Plan from the Company or any of their respective ERISA Affiliates of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA.

Event of Default means any of the events described in Section 13.1.

Event of Loss means, with respect to any property, any of the following: (a) any loss, destruction, or damage of such property; or (b) any actual condemnation, seizure, or taking, by exercise of the power of eminent domain or otherwise, of such property, or confiscation of such property or the requisition of the use of such property.

Excluded Taxes means, with respect to the Administrative Agent, any Lender, or any other recipient of any payment to be made by or on account of any obligation of the Company hereunder, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located, (b) any branch profits taxes imposed by the United States of America or any similar tax imposed by any other jurisdiction in which the Company is located and (c) in the case of a Foreign Lender (other than an assignee pursuant to a request by the Company under Section 8.2), any withholding tax that is imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new lending office) or is attributable to such Foreign Lender’s failure or inability (other than as a result of a Change in Law) to comply with Section 7.6.5, except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from the Company with respect to such withholding tax pursuant to Section 7.6.1, and (d) any U.S. federal withholding Taxes imposed under FATCA.

Extraordinary Receipts means any cash received by any Loan Party not in the ordinary course of business (and not consisting of proceeds of Asset Dispositions, or the issuance of Debt or Capital Stock, or Insurance Proceeds), including (a) judgments, proceeds of settlements, or other consideration of any kind in connection with any cause of action, (b) indemnity payments, (c) purchase price adjustments received in connection with any purchase agreement, and (d) tax refunds.

FATCA means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof.

Financed Capital Expenditures means, for any period, without duplication, all Capital Expenditures (a) financed with the proceeds of non-revolving Debt, (b) made in connection with the replacement, substitution, or restoration of assets to the extent financed (i) from insurance proceeds (or other similar recoveries) paid on account of the loss of or damage to the assets being replaced or restored, or (ii) with awards of compensation arising from the taking by eminent domain or condemnation of the assets being replaced, (c) representing the purchase price of equipment that is purchased simultaneously with the trade-in of existing equipment to the extent that the gross amount of such purchase price is reduced by the credit granted by the seller of such equipment for the equipment being traded in at such time, (d) consisting of any capitalized Interest Expense reflected as additions to property, plant, or equipment in the consolidated balance sheet of the Company and its Subsidiaries, and/or (e) made from the Net Cash Proceeds of the issuance of Capital Stock by the Company.

First Amendment means that certain First Amendment to Credit Agreement dated as of the First Amendment Closing Date by and among the Company, the Guarantors, the Lenders and the Administrative Agent.”

First Amendment Closing Date means December 20, 2021. Fiscal Month means a fiscal month of a Fiscal Year.

Fiscal Quarter means a fiscal quarter of a Fiscal Year.

Fiscal Year means the fiscal year of the Company and its Subsidiaries, which period shall be the 12-month period beginning on August 1 and ending on July 31.

Fixed Charge Coverage Ratio means, for any period of four consecutive Fiscal Quarters of the Company, the ratio of (a) EBITDA for such period less the actual amount paid by the Company and its Subsidiaries in cash during such period on account of (i) Capital Expenditures (excluding Capital Expenditures constituting payments in respect of Capital Lease obligations and Capital Expenditures financed by Debt permitted under Section 11.1(b)) in accordance with Section 11.11.4, plus (ii) the current portion of all income Taxes, plus (iii) Restricted Payments, to (b) Fixed Charges for such period; provided, however, that prior to the November 30, 2021 testing date, the amounts in the numerator and denominator of the ratio shall be for the actual full months elapsed: i.e., for the January 31, 2021 testing date, EBITDA (and addbacks) shall be for the trailing two month period, and the amount of Fixed Charges shall likewise be for such two month period, building gradually to a full trailing twelve month test at November 30, 2021, and for each Fiscal Quarter thereafter.

Fixed Charges means for the Company and its Subsidiaries for any period, the sum (without duplication) of (a) cash Interest Expense for such period, and (b) scheduled principal payments made or required to be made on Total Debt during such period.

Foreign Lender means any Lender that is organized under the laws of a jurisdiction other than that in which the Company is resident for tax purposes. For purposes of this definition, the United States of America, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

FRB means the Board of Governors of the Federal Reserve System or any successor thereto.

Fund means any Person (other than a natural Person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities.

GAAP means generally accepted accounting principles set forth from time to time in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the U.S. accounting profession) and the Securities and Exchange Commission, which are applicable to the circumstances as of the date of determination.

Governmental Authority means the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

Guarantor and Guarantors means all Subsidiaries and each other Person who may provide a Guaranty from time to time.

Guaranty or Guaranties means the Guaranty and Collateral Agreement and any other guaranty of all or any portion of the Obligations.

Guaranty and Collateral Agreement means the Guaranty and Collateral Agreement dated as of the date hereof executed and delivered by the Loan Parties, as the same may be amended, restated or otherwise modified from time to time, together with any joinders thereto and any other guaranty and collateral agreement executed by a Loan Party, in each case in form and substance satisfactory to the Administrative Agent.

Hazardous Substances means (a) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, dielectric fluid containing levels of polychlorinated biphenyls, radon gas and mold; (b) any chemicals, materials, pollutant, or substances in concentrations or quantities defined as or included in the definition of “hazardous substances”, “hazardous waste”, “hazardous materials”, “extremely hazardous substances”, “restricted hazardous waste”, “toxic substances”, “toxic pollutants”, “contaminants”, “pollutants”, or words of similar import, under any applicable Environmental Law; and (c) any other chemical, material, or substance, the exposure to, or release of which such concentration or quantity is prohibited, limited, or regulated by, or for which any duty or standard of care is imposed pursuant to, any Environmental Law.

Hedging Agreement means any interest rate, currency or commodity swap agreement, cap agreement or collar agreement, and any other agreement or arrangement designed to protect a Person against fluctuations in interest rates, currency exchange rates or commodity prices.

Hedging Obligation means, with respect to any Person, any liability of such Person under any Hedging Agreement. The amount of any Person’s obligation in respect of any Hedging Obligation shall be deemed to be the incremental obligation that would be reflected as a liability in the financial statements of such Person in accordance with GAAP.

Indemnified Liabilities - see Section 15.14.

Indemnified Taxes means Taxes other than Excluded Taxes.

Insurance Proceeds means any insurance and/or condemnation proceeds payable as a consequence of damage to or destruction of any Collateral or any other assets of the Company or any other Loan Party.

Interest Expense means for any period the consolidated interest expense of the Company and its Subsidiaries for such period.

“IP Security Agreement” means that certain Confirmatory Grant of Security Interests in Intellectual Property dated as of the Closing Date by and among Loan Parties and the Administrative Agent, in form and substance reasonably satisfactory to the Administrative Agent, as the same may be amended, restated, supplemented or otherwise modified from time to time.

Interest Payment Date means the first Business Day of each calendar month.

Interest Period means, as to any Loan, the period commencing on the date such Loan is borrowed or continued and ending on the date three months thereafter, as selected by the Company, and thereafter, LIBOR shall reset at the end of each three month period; provided, that: (a) if any Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the following Business Day unless the result of such extension would be to carry such Interest Period into another calendar month, in which event such Interest Period shall end on the preceding Business Day; (b) any Interest Period that begins on the last Business Day in a calendar month or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period shall end on the last Business Day of the calendar month at the end of such Interest Period; and (c) the Company may not select any Interest Period for a Revolving Loan which would extend beyond the Maturity Date.

Interest Rate Determination Date means 11:00 a.m. (London time), on the second full Business Day preceding the first day of any Interest Period (unless such date is not a Business Day, in which event the next succeeding Business Day will be used. The Administrative Agent, at its option, may change the day established as the Interest Rate Determination Date upon 30 days advanced written notice to the Borrower.

Investment means, with respect to any Person, any investment in another Person, whether by acquisition of any debt or Capital Stock, by making any loan or advance, by becoming obligated with respect to a Contingent Liability in respect of obligations of such other Person (other than travel and similar advances to employees in the ordinary course of business) or by making an Acquisition.

Key Executives means the individuals identified on Schedule 13.1.12.

Key Man Life Insurance means the current, valid, and fully paid key man life insurance policy insuring the life of Art Smith in the amount of \$4,000,000.00, procured by the Company and naming the Company as the beneficiary, and collaterally assigned to the Administrative Agent as security for the Obligations.

Landlord Agreement means an agreement, in form and substance satisfactory to the Administrative Agent, executed and delivered by the landlord and/or mortgagee of real property leased by a Loan Party, pursuant to which such landlord or mortgagee (a) acknowledges the Liens of the Administrative Agent on the Collateral located at such real property, and waives any Liens held by it on such Collateral, (b) agrees to permit the Administrative Agent reasonable access to and use of such real property following the occurrence and during the continuance of an Event of Default to operate, remove, and/or sell any Collateral stored or otherwise located thereon, (c) agrees to give the Administrative Agent notice of any default by such Loan Party under the applicable lease, and a reasonable opportunity to cure such default, (d) consents to the execution and delivery by such Loan Party to the Administrative Agent of a Mortgage encumbering such Loan Party's leasehold interest in such real property, and (e) agrees that in the event the Administrative Agent exercises its rights under such Mortgage, to recognize the Administrative Agent, or any purchaser at a foreclosure sale or other successor, assignee, or designee of the Administrative Agent as the successor to such Loan Party's rights under the applicable lease, entitled to all of the benefits thereunder.

Lender - means the Persons listed on Annex A and any other Person that shall have become party hereto pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption.

Lender Party - see Section 15.14.

LIBOR means an annual rate, determined by the Administrative Agent on the Closing Date and thereafter on each Interest Rate Determination Date (which shall be a Business Day) for the next succeeding Interest Period (rounded upwards, if necessary, to the nearest 1/100 of 1%), equal to the greater of (i) as a reference rate, the annual rate reported as the London Interbank Offer Rate applicable to three month deposits of United States dollars as published by Bloomberg Professional Service on the date of determination, and (ii) a rate per annum of 1.5%. If Bloomberg Professional Service (or another nationally recognized rate reporting source acceptable to Agent) no longer reports the LIBOR Rate or if such interest rate no longer exists, the Administrative Agent may in good faith select a replacement interest rate or replacement publication, as the case may be.

Lien means, with respect to any Person, any interest granted by such Person in any real or personal property, asset or other right owned or being purchased or acquired by such Person (including an interest in respect of a Capital Lease) which secures payment or performance of any obligation and shall include any mortgage, lien, encumbrance, title retention lien, charge or other security interest of any kind, whether arising by contract, as a matter of law, by judicial process or otherwise.

Liquidity means the aggregate amount of unrestricted cash on hand of the Company and its Subsidiaries (excluding Parent).

Loan means any loan advanced by a Lender to the Company, including, without limitation, a Closing Date Loan, Term Loan C or a Delayed Draw Loan.

Loan Documents means this Agreement, the Notes, the Guaranties, the Collateral Documents, the Warrants, Subordination Agreements, and all documents, instruments and agreements delivered in connection with the foregoing from time to time.

Loan Party or Loan Parties means, individually or collectively as the context may require, the Company and each Guarantor.

Margin Stock means any "margin stock" as defined in Regulation U.

Material Adverse Effect means (a) a material adverse change in, or a material adverse effect upon, the financial condition, operations, assets, business, or properties of any Loan Party individually or the Company and its Subsidiaries taken as a whole, (b) a material impairment of the ability of any Loan Party to perform any of the Obligations under any Loan Document or (c) a material adverse effect upon (i) any substantial portion of the Collateral under the Collateral Documents or upon any substantial portion of the assets of any Loan Party individually or the Company and its Subsidiaries taken as a whole, or (ii) the legality, validity, binding effect or enforceability against any Loan Party of any Loan Document.

Material Contract means (a) any customer contract or supply agreement to which any Loan Party is a party involving transactions having an aggregate value, cost or amount in excess of \$250,000 per annum, (b) any contract, agreement or instrument evidencing or relating to Indebtedness of any Loan Party in a principal amount exceeding \$100,000, (c) any equipment lease to which any Loan Party is a party having a term of one year or longer and requiring aggregate rental and other payments in excess of \$100,000 per annum, (d) any real property lease to which any Loan Party is a party either (i) with aggregate annual rental payments in excess of \$150,000 or (ii) which constitutes the corporate headquarters for a Loan Party, (e) any license necessary for or material to the operation of any Loan Parties' business, (f) any license, contract or other agreement permitting or providing for the use by any Loan Party of any copyright, trademark, patent or other intellectual property necessary for the operation of any Loan Parties' business, or (g) any other contract, agreement, lease, license or agreement for which breach, nonperformance, cancellation or failure to renew could reasonably be expected to result in a Material Adverse Effect.

Maturity Date means the earlier of (A) (i) November 17, 2024 with respect to Term Loan A, (ii) August 4, 2023 with respect to Term Loan C, and (iii) November 17, 2024 with respect to the Delayed Draw Loan, or (B) the date to which the Obligations are accelerated pursuant to ARTICLE XIII.

Minority T3NV Shareholders means, collectively, Blue Sunshine, LLC, a Florida limited liability company, Jeremy Stakely, an individual, and Mareha LLC, a Florida limited liability company.

MOIC shall have the meaning set forth for such term in the Term Loan C Note.

Mortgage means a mortgage, deed of trust, leasehold mortgage, collateral assignment of lease, or similar instrument granting the Administrative Agent, for the benefit of the Lenders, a Lien on real property and the improvements located thereon, or the leasehold estate therein, of the Company or any of its Subsidiaries, in form and substance satisfactory to the Administrative Agent.

Multiemployer Plan means a multiemployer plan, as defined in Section 4001(a)(3) of ERISA, to which the Company or any other member of the Controlled Group may reasonably be expected to have any liability.

Net Cash Proceeds means:

(a) with respect to any Asset Disposition, or the collection of any Extraordinary Receipts, the aggregate cash proceeds (including cash proceeds received by way of deferred payment of principal pursuant to a note, installment receivable or otherwise, but only as and when received) received by any Loan Party in connection therewith net of (i) the direct costs relating to such Asset Disposition or the collection of such Extraordinary Receipts (including reasonable and customary sales commissions and reasonable legal, accounting and investment banking fees), (ii) taxes paid or reasonably estimated by the Company to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements) and (iii) amounts required to be applied to the repayment of any Debt (other than Debt assumed by the purchaser of such asset) secured by a Permitted Lien on the asset subject to such Asset Disposition (other than the Loans).

(b) with respect to any issuance of Capital Stock, the aggregate cash proceeds received by any Loan Party pursuant to such issuance, net of the direct costs relating to such issuance (including reasonable and customary sales and underwriters' commissions);

(c) with respect to any issuance of Debt, the aggregate cash proceeds received by any Loan Party pursuant to such issuance, net of the direct costs of such issuance (including reasonable and customary up-front, underwriters' and placement fees);

(d) with respect to any Event of Loss, the aggregate cash proceeds received by any Loan Party with respect to Insurance Proceeds net of the costs and expenses reasonably incurred in connection with the collection of such proceeds, award or other payments; and

Nexogy means Nexogy Inc., a Florida corporation.

Nexogy Acquisition means that certain stock Acquisition as contemplated by the Nexogy Acquisition Documents.

Nexogy Acquisition Agreement means that certain Agreement and Plan of Merger dated September 20, 2019 by and among the Company, Nexogy, Nexogy Mergersub, and Juan Carlos Canto as the representative of the Shareholders (as defined therein) of Nexogy, Inc. (as amended, restated or otherwise modified from time to time).

Nexogy Acquisition Documents means the Nexogy Acquisition Agreement and any escrow agreement, representation and warranty insurance policy, restrictive covenant agreement, bill of sale, assignment and assumption agreement, real estate contract, special warranty deed, assignment of intellectual property, consulting agreement, management agreement, employment agreement, non-compete agreement, transition services agreement, and side-letter agreement entered into in connection therewith and any and all of the other binding instruments and agreements executed or delivered in connection with the Nexogy Acquisition.

Nexogy Merger means Nexogy Acquisition, Inc., a Florida corporation.

Next Level means Next Level Internet, Inc., a California corporation.

Next Level Acquisition means that certain Acquisition as contemplated by the Next Level Acquisition Documents.

Next Level Acquisition Agreement means that certain Equity Purchase Agreement dated as of the Second Amendment Closing Date by and among The Jerry and Lisa Morris Revocable Trust dated November 18, 2002, Jeffrey Posner, Parent, and the Company (as amended, restated or otherwise modified from time to time).

Next Level Acquisition Documents means the Next Level Acquisition Agreement and any escrow agreement, representation and warranty insurance policy, restrictive covenant agreement, bill of sale, assignment and assumption agreement, real estate contract, special warranty deed, assignment of intellectual property, consulting agreement, management agreement, employment agreement, non-compete agreement, transition services agreement, and side-letter agreement entered into in connection therewith and any and all of the other binding instruments and agreements executed or delivered in connection with the Next Level Acquisition.

Non-Consenting Lender means any Lender that does not approve any consent, waiver or amendment that (a) requires the approval of all affected Lenders in accordance with the terms of Section 15.1 and (b) has been approved by the Required Lenders.

Note means, individually and collectively, the Term Loan A Note, the Term Loan C Note and the Delayed Draw Term Note, each as the same may be amended, restated or otherwise modified from time to time, together with any joinders thereto from time to time.

Obligations means all obligations and liabilities (monetary (including post-petition interest, allowed or not) or otherwise) of any Loan Party under this Agreement and any other Loan Document including all Loans, all Attorney Costs, and all Hedging Obligations permitted hereunder which are owed to any Lender or any of its Affiliates, if any, all in each case howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due.

OFAC - see Section 10.4.

Off-Balance Sheet Liabilities of any Person means (a) any repurchase obligation or liability of such Person with respect to accounts or notes receivable sold by such Person, (b) any liability of such Person under any sale and leaseback transactions which do not create a liability on the balance sheet of such Person, (c) any liability of such Person under any so-called "synthetic" lease transaction or (d) any obligation arising with respect to any other transaction which is the functional equivalent of or takes the place of borrowing but which does not constitute a liability on the balance sheet of such Person.

Other Taxes means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

Paid in Full means the payment in full in cash and performance of all Obligations (other than contingent indemnification Obligations to the extent no claim giving rise thereto has been asserted).

Parent means Digerati Technologies, Inc., a Nevada corporation.

Participant - see Section 15.5.4.

Perfection Certificate means a perfection certificate executed and delivered to the Administrative Agent by a Loan Party.

Permitted Acquisition means any Acquisition by the Company or any other Loan Party, approved by the Administrative Agent.

Permitted Capital Stock means any Capital Stock of the Company that by its terms (or by the terms of any Capital Stock into which it is convertible or for which it is exchangeable) (a) are not convertible or exchangeable for Debt or any securities that are not Permitted Capital Stock, (b) (i) do not mature and (ii) are not puttable or redeemable at the option of the holder thereof, in each case in whole or in part on or prior to the date that is six months after the earlier of the scheduled Maturity Date or the actual payment in full in cash of the Obligations, (c) do not require payments of dividends or distributions in cash on or prior to the date that is six months after the earlier of the scheduled Maturity Date or the actual payment in full in cash of the Obligations, (d) are not secured by any Liens on any property or asset of a Loan Party, and (e) are not sold, issued or otherwise transferred in connection with or as a part of a public offering.

Permitted Lien means a Lien expressly permitted hereunder pursuant to Section 11.2. Person means any natural person, corporation, partnership, trust, limited liability company, association, Governmental Authority, or any other entity, whether acting in an individual, fiduciary or other capacity.

Plan means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which the Parent, the Borrower or any of their respective ERISA Affiliates is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

Pledge Agreement means each Pledge Agreement executed and delivered by the Company (and each other applicable Loan Party) to the Administrative Agent covering all of the issued and outstanding Capital Stock of the Subsidiaries of the Company, as the same may be amended, restated or otherwise modified from time to time, together with any joinders thereto from time to time, in each case in form and substance satisfactory to the Administrative Agent.

PPP means the Paycheck Protection Program established under the CARES Act.

PPP Loan means, individually and collectively, (i) that certain unsecured, non-guaranteed Promissory Note made by Shift8 in favor of the SBA Lender in the original principal amount of \$86,000.00 under the PPP, (ii) that certain unsecured, non-guaranteed Promissory Note made by T3FL in favor of the SBA Lender in the original principal amount of \$213,100.00 under the PPP, and (iii) that certain unsecured, non-guaranteed Promissory Note made by the Parent in favor of the SBA Lender in the original principal amount of \$62,500.00 under the PPP.

PPP Period means the period of time beginning on April 22, 2020 through and including October 22, 2020, or as such period may be extended under the CARES Act.

Premium - see Section 4.4.

Pro Rata Share means as to a particular Lender, the percentage obtained by dividing the amount of such Lender's Commitment by the amount of the Commitments of all Lenders.

Recurring Revenue means the Company's recurring revenue recognized in accordance with GAAP; provided, however, specifically excluding the Company's revenue from, if and as applicable, (i) non-recurring professional services, (ii) transaction revenue not received in the ordinary course of business, (iii) sales of services not in the ordinary course of business, (iv) one-time, non-recurring transactions, installation, implementation and other set-up fees and (v) add-on purchases by the Company's existing customers not resulting in recurring revenue. Bank acknowledges that the Company's calculations of Recurring Revenue in the financial statements of the Company provided to Bank on or before the Effective Date are consistent with the foregoing in this definition.

Register has the meaning assigned to that term in Section 15.5.3.

Regulation D means Regulation D of the FRB.

Regulation U means Regulation U of the FRB.

Related Agreements means the Equity Documents, the Acquisition Documents, the Warrant and the Employment Agreements.

Related Parties means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, service providers, advisors and representatives of such Person and of such Person's Affiliates.

Related Transactions means the transactions contemplated by the Related Agreements. Required Lenders means, at any time, Lenders whose aggregate Pro Rata Shares exceed 50%.

Restricted Payment means (a) any dividend or other distribution, direct or indirect, on account of any shares (or equivalent) of any class of Capital Stock of the Company or any of its Subsidiaries, now or hereafter outstanding, (b) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any shares (or equivalent) of any class of Capital Stock of the Company or any of its Subsidiaries, now or hereafter outstanding, (c) any payment made to retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of Capital Stock of the Company or any of its Subsidiaries, now or hereafter outstanding, (d) any payment with respect to any earnout obligation, (e) any payment of principal, premium, interest, fees, or expenses in respect of any Subordinated Debt other than the Approved Subordinated Debt, (f) any prepayment of principal, premium, interest, fees, or expenses in respect of, or any redemption, purchase, retirement, defeasance, sinking fund, or similar payment with respect to, any Debt of the Company or any of its Subsidiaries (other than the Obligations), (g) the payment by the Company or any of its Subsidiaries of any management, advisory or consulting fee to any Person, or (h) the payment of any extraordinary salary, bonus or other form of compensation to any Person who is directly or indirectly a partner, shareholder, owner or executive officer of any such Person.

SBA Lender means The Bank of San Antonio.

Second Amendment Closing Date means February 4, 2022.

Senior Debt means at any time, without duplication, the unpaid principal amount of the Loans, all accrued and unpaid interest thereon, and all other Debt of the Company and its Subsidiaries, determined on a consolidated basis, then outstanding; excluding (a) Contingent Liabilities (except to the extent constituting Contingent Liabilities in respect of Debt of a Person other than any Loan Party), (b) Hedging Obligations, (c) Debt of the Company to Wholly-Owned Subsidiaries and Debt of Subsidiaries to the Company or to other Wholly-Owned Subsidiaries, (d) contingent obligations in respect of undrawn letters of credit and (e) Subordinated Debt.

Senior Net Leverage Ratio means, as of any date of determination with respect to the Company and its Subsidiaries, the ratio of (a) Senior Debt as of such date *minus* Liquidity as of such date to (b) EBITDA for the period of four consecutive Fiscal Quarters most recently ended on or immediately prior to such date.

Senior Net Leverage Ratio Recapitalization has the meaning set forth in the Term Loan C Note.

Senior Leverage Ratio means, as of any date of determination with respect to the Company and its Subsidiaries, the ratio of (a) Senior Debt as of such date to (b) EBITDA for the period of four consecutive Fiscal Quarters most recently ended on or immediately prior to such date.

Senior Officer means, with respect to any Loan Party, the chief executive officer of such Loan Party.

Servicer means any servicer approved by the Administrative Agent in its sole discretion. Shift8 means Shift8 Networks, Inc. (d/b/a T3 Communications), a Texas corporation.

Skynet Acquisition means that certain asset Acquisition as contemplated by the Skynet Acquisition Documents.”

Skynet Acquisition Agreement means that certain Asset Purchase Agreement dated on or about the Skynet Acquisition Effective Date by and among Shift8, Paul Golibart and Jerry Ou, each an individual resident in the State of Texas, and Skynet Telecom, LLC, a Texas limited liability company (as the same may be amended, restated or otherwise modified from time to time).

Skynet Acquisition Documents means the Skynet Acquisition Agreement and any escrow agreement, representation and warranty insurance policy, restrictive covenant agreement, bill of sale, assignment and assumption agreement, real estate contract, special warranty deed, assignment of intellectual property, consulting agreement, management agreement, employment agreement, non-compete agreement, transition services agreement, and side-letter agreement entered into in connection therewith and any and all of the other binding instruments and agreements executed or delivered in connection with the Skynet Acquisition.

Skynet Acquisition Effective Date means the date on which each of the conditions contained in Section 5 of the First Amendment are satisfied in the Administrative Agent’s sole and absolute discretion.

State Regulatory Agency means any state, provincial, municipal or local Governmental Authority that exercises jurisdiction over the rates or services or the ownership, construction or operation of the business of the Company or over the Persons who own, construct or operate the business of the Company.

Subordinated Debt means any Debt of the Company and/or its Subsidiaries which (i) has subordination terms, covenants, pricing and other terms which have been approved in writing by the Administrative Agent, and (ii) is subject to a Subordination Agreement.

Subordination Agreements means all subordination agreements executed by a holder of Subordinated Debt in favor of the Administrative Agent and the Lenders from time to time, in form and substance and on terms and conditions satisfactory to Administrative Agent.

Subsidiary means, with respect to any Person, a corporation, partnership, limited liability company or other entity of which such Person owns, directly or indirectly, such number of outstanding Capital Stock as have more than 50% of the ordinary voting power for the election of directors or other managers of such corporation, partnership, limited liability company or other entity. Unless the context otherwise requires, each reference to Subsidiaries herein shall be a reference to all Subsidiaries of the Company, including, without limitation, Nexogy, Shift8, T3FL and Next Level.

T3FL means T3 Communications, Inc., a Florida corporation.

Tax Distributions means distributions by the Subsidiaries to the Company, which are in turn distributed by the Company to the holders of its Capital Stock in respect of estimated and final federal, state and local income Taxes attributable to the taxable income of the Company and its Subsidiaries for each year, taking into account prior losses that can be used to offset current Taxes due.

Taxes means 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.

Term Loan A means any Loan made pursuant to any Lender’s Term Loan A Commitment.

Term Loan A Commitment means, as to any Lender, such Lender’s commitment to make a Term Loan A on the First Amendment Closing Date. The amount of each Lender’s commitment to make Loans on the First Amendment Closing Date is set forth on Annex A. The aggregate amount of the Term Loan A Commitments on the First Amendment Closing Date is \$22,168,515.30.

Term Loan A Note means that certain Amended and Restated Term Loan A Note made as of the First Amendment Closing Date by the Company to the order of Lender, as the same may be amended, restated or otherwise modified from time to time, together with any joinders thereto from time to time, substantially in the form of Exhibit A.

Term Loan C means any Loan made pursuant to any Lender’s Term Loan C Commitment.

Term Loan C Commitment means, as to any Lender, such Lender’s commitment to make a Term Loan C on the Second Amendment Closing Date. The amount of each Lender’s commitment to make Loans on the Second Amendment Closing Date is set forth on Annex A. The aggregate amount of the Term Loan C Commitments on the Second Amendment Closing Date is \$10,000,000.

Term Loan C Note means that certain Term Loan C Note made as of the Second Amendment Closing Date by the Company to the order of Lender, as the same may be amended, restated or otherwise modified from time to time, together with any joinders thereto from time to time, substantially in the form of Exhibit B.

Total Debt means at any time, without duplication, the unpaid principal amount of the Loans, all accrued and unpaid interest thereon, and all other Debt of the Company and its Subsidiaries, determined on a consolidated basis, then outstanding; excluding (a) Contingent Liabilities (except to the extent constituting Contingent Liabilities in respect of Debt of a Person other than any Loan Party), (b) Hedging Obligations, (c) Debt of the Company to Wholly-Owned Subsidiaries and Debt of Subsidiaries to the Company or to other Wholly-Owned Subsidiaries, and (d) contingent obligations in respect of undrawn letters of credit.

UCC is defined in the Guaranty and Collateral Agreement.

Unfinanced Capital Expenditures means, for any period, all Capital Expenditures other than Financed Capital Expenditures for such period.

Unmatured Event of Default means any event that, if it continues uncured, will, with lapse of time or notice or both, constitute an Event of Default.

Warrants means the Warrants issued by the Parent to the Lenders.

Withdrawal Liability means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

Wholly-Owned Subsidiary means, as to any Person, a Subsidiary all of the Capital Stock of which (except directors' qualifying Capital Stock) are at the time directly or indirectly owned by such Person and/or another Wholly-Owned Subsidiary of such Person.

1.2 Other Interpretive Provision.

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) Section, Annex, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(c) The term "including" is not limiting and means "including without limitation."

(d) 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."

(e) Unless otherwise expressly provided herein, (i) references to agreements (including this Agreement and the other Loan Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, supplements and other modifications thereto, but only to the extent such amendments, restatements, supplements and other modifications are not prohibited by the terms of any Loan Document, and (ii) references to any statute or regulation shall be construed as including all statutory and regulatory provisions amending, replacing, supplementing or interpreting such statute or regulation.

(f) This Agreement and the other Loan Documents may use several different limitations, tests or measurements to regulate the same or similar matters. All such limitations, tests and measurements are cumulative and each shall be performed in accordance with its terms.

(g) This Agreement and the other Loan Documents are the result of negotiations among and have been reviewed by counsel to the Administrative Agent, the Company, the Lenders and the other parties thereto and are the products of all parties. Accordingly, they shall not be construed against the Administrative Agent or the Lenders merely because of the Administrative Agent's or Lenders' involvement in their preparation.

(h) Unless the context otherwise requires, accounting terms herein that are not defined herein shall be determined under GAAP. All financial measurements contemplated hereunder respecting the Company shall be made and calculated on a consolidated basis in accordance with GAAP unless expressly provided otherwise herein. Notwithstanding the foregoing, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to any election under Statement of Financial Accounting Standards 159 (Codification of Accounting Standards 825-10) to value any indebtedness or other liabilities of the Company or any Subsidiary at "fair value", as defined therein.

1.3 Change in Accounting Principles. If, after the date of this Agreement, there shall occur any change in GAAP from those used in the preparation of the financial statements required to be delivered to the Administrative Agent hereunder and such change shall result in a change in the method of calculation of any financial covenant, standard or term found in this Agreement, either the Company or the Required Lenders may by notice to the Lenders and the Company, respectively, require that the Lenders and the Company negotiate in good faith to amend such covenants, standards, and terms so as equitably to reflect such change in accounting principles, with the desired result being that the criteria for evaluating the financial condition of the Loan Parties shall be the same as if such change had not been made. No delay by the Company or the Required Lenders in requiring such negotiation shall limit their right to so require such a negotiation at any time after such a change in accounting principles. Until any such covenant, standard, or term is amended in accordance with this Section 1.3, financial covenants shall be computed and determined in accordance with GAAP in effect prior to such change in accounting principles. Without limiting the generality of the foregoing, the Company shall neither be deemed to be in compliance with any financial covenant hereunder nor out of compliance with any financial covenant hereunder if such state of compliance or noncompliance, as the case may be, would not exist but for the occurrence of a change in accounting principles after the date hereof.

ARTICLE II

E. COMMITMENTS OF THE LENDERS; EVIDENCE OF LOANS

2.1 Commitments of the Lenders.

(a) Closing Date Commitments. Subject to the terms and conditions herein set forth, including those set forth in Section 12.1, each Lender hereby agrees severally, but not jointly, to make a Loan directly (and not through the Administrative Agent) to the Company on the Closing Date in an amount equal to such Lender's Pro Rata share of the aggregate Closing Date Commitments. The Closing Date Commitments of the Lenders shall expire concurrently with the disbursement of the Closing Date Loans on the Closing Date.

(b) Delayed Draw Commitments. Subject to the terms and conditions herein set forth, each Lender hereby agrees severally, but not jointly, to make Loans directly (and not through the Administrative Agent) to the Company from time to time in an amount equal to such Lender's Pro Rata share of the aggregate Delayed Draw Commitments. The Delayed Draw Commitments of the Lenders shall expire on the last day of the Delayed Draw Commitment Period. In addition to the Company satisfying the conditions to the making of a Delayed Draw Loan set forth in Section 12.2:

(i) The aggregate principal amount of each Delayed Draw Loan shall be for no less than \$1,000,000 (or a larger multiple of \$1,000,000); and

(ii) No more than one Delayed Draw Loan may be requested in any single calendar month.

As of the First Amendment Closing Date, the Delayed Draw Commitment has been fully funded.

(c) Each request for a Loan must be made by the Company in writing to the Administrative Agent, such Borrowing Request shall be in the form attached hereto as Exhibit F setting forth, among other things, (A) the proposed Funding Date, (B) the aggregate principal amount of such requested Loans, and (C) the wire instructions for Company's account where funds should be sent. With respect to the Delayed Draw Loan, such Borrowing Request shall be made to the Administrative Agent at least 30 days prior to the proposed Delayed Draw Date. Following receipt of a Borrowing Request, the Administrative Agent shall notify the Lenders of their pro rata share of such Funding;

(d) Each Lender shall make available all amounts it is to fund to Company in immediately available funds and will remit such amounts, in immediately available funds and in Dollars to Company, by remitting the same to such Persons and such accounts as may be designated by Company to the Administrative Agent in writing. The failure of any Lender to make available the amounts it is to fund to Company hereunder or to make a payment required to be made by it under any credit document shall not relieve any other Lender of its obligations under any credit document, but no Lender shall be responsible for the failure of any other Lender to make any payment required to be made by such other Lender under any credit document.

(e) General. The failure of any Lender to make its Loan on the Closing Date or a Delayed Draw Date (as applicable) shall not relieve any other Lender of its obligation (if any) to make its Loan on such date, but no Lender shall be responsible for the failure of any other Lender to make any Loan to be made by such other Lender. Any Loan which is repaid or prepaid may not be reborrowed.

2.2 Notes. If requested by a Lender, such Lender's Loan shall be evidenced by a Note, with appropriate insertions, payable to the order of such Lender in a face principal amount equal to the sum of such Lender's Loan.

2.3 Recordkeeping. The Administrative Agent, on behalf of each Lender, shall record in the Register, the date and amount of the Loan made by each Lender, each repayment thereof and the amount of any principal or interest due and payable or to become due and payable from the Company to each Lender hereunder. The amounts so recorded shall be rebuttably presumptive evidence of the principal amount of the Loans owing and unpaid and accrued and unpaid interest thereon. The failure to so record any such amount or any error in so recording any such amount shall not, however, limit or otherwise affect the Obligations of the Company hereunder or under any Note to repay the principal amount of the Loans hereunder, together with all interest accruing thereon. In the event of any discrepancy between records kept by a Lender and the Register, the amounts recorded by the Administrative Agent in the Register shall control.

F. ARTICLE III INTEREST

3.1 Interest. Subject to Section 3.2, the unpaid principal amount of the Loans shall bear interest at the rate described in the applicable Note.

3.2 Default Interest. Notwithstanding Section 3.1, if any Event of Default shall occur and be continuing, at the election of the Required Lenders in their sole discretion, the unpaid Obligations shall bear interest at the Default Rate, retroactive to the date such Event of Default occurred or such later date as the Required Lenders may specify, provided that such increase may thereafter be rescinded by the Required Lenders, notwithstanding Section 15.1. Notwithstanding the foregoing, upon the occurrence of an Event of Default under Sections 13.1.1 or 13.1.4, such increase shall occur automatically.

3.3 Interest Payments; PIK. The Company promises to pay accrued interest on each Loan in arrears on each Interest Payment Date and at maturity provided that, so long as no Event of Default exists and is continuing, at the Company's option and upon five (5) Business Days' prior written notice to the Administrative Agent, the Company may elect to defer until the Maturity Date payment of accrued and unpaid interest otherwise due and payable with respect to any Loan on the Interest Payment Election Date at a per annum rate of: (i) from the Closing Date through and including the first anniversary thereof, up to 5.0%, (ii) from the day after the first anniversary of the Closing Date through and including the second anniversary of the Closing Date, up to 4.0%, and (iii) from the day after the second anniversary of the Closing Date through and including the third anniversary of the Closing Date, up to 3.0%. All accrued and unpaid interest the payment of which is so deferred shall (a) be compounded and added to the unpaid principal balance of the applicable Loan on the applicable Interest Payment Date, (b) itself accrue interest at the rate then applicable under Section 3.1 and (c) be paid as otherwise required by the terms of this Agreement. After maturity, and at any time an Event of Default exists and is continuing, the Company promises to pay accrued interest on the applicable Loan on demand by the Administrative Agent. Notwithstanding the foregoing, any cash interest paid by the Company in respect of Term Loan C prior to the date of any prepayment required by Section 6.2(b) of this Agreement shall reduce the final payment due on the Maturity Date of Term Loan C by such amount.

3.4 Computation of Interest. Interest and fees shall be computed for the actual number of days elapsed on the basis of a year of 360 days.

3.5 Maximum Rate. This Agreement, the Notes and the other Loan Documents are hereby limited by this Section 3.5. In no event, whether by reason of acceleration of the maturity of the amounts due hereunder or otherwise, shall interest and fees contracted for, charged, received, paid, or agreed to be paid to the Administrative Agent and/or the Lenders exceed the maximum amount permissible under applicable law. If, from any circumstance whatsoever, interest and fees would otherwise be payable to the Administrative Agent and/or the Lenders in excess of the maximum amount permissible under applicable law, the interest and fees shall be reduced to the maximum amount permitted under applicable law. If from any circumstance, the Administrative Agent and/or the Lenders shall have received anything of value deemed interest by applicable law in excess of the maximum lawful amount, an amount equal to such excess interest shall be applied to the reduction of the principal amount of the Loans, in such order and manner as may be determined by the Administrative Agent, and not to the payment of fees or interest, and if such excessive interest exceeds the unpaid balance of the principal amount of the Loans, such excess shall be refunded to the Loan Parties.

G. ARTICLE IV FEES; PREMIUM

4.1 Administrative Agent's Fees. The Company agrees to pay to the Administrative Agent such fees as are mutually agreed to from time to time by the Company and the Administrative Agent, including a \$25,000 administrative fee on the Closing Date and on the first day of each calendar quarter thereafter, which fee shall be fully earned when due and payable and shall be nonrefundable and non-proratable.

4.2 Original Issue Discount. The Company agrees that the Lenders are issuing each of the Loans at an original issue discount of 2.50% on the aggregate Commitments. Accordingly, the Company agrees that each original issue discount amount shall be net funded to the Administrative Agent for the benefit of Lenders.

4.3 Unused Facility Fee. The Company shall pay to the Administrative Agent, for the ratable benefit of the Lenders, a commitment fee at an annual rate equal to the average daily amount of the unused aggregate Delayed Draw Commitments during the Delayed Draw Commitment Period multiplied by 0.5%. Accrued commitment fees shall be payable monthly in arrears on the first Business Day of each month and on the last day of the Delayed Draw Commitment Period based upon the average daily unused amount of the Delayed Draw Commitments during the prior month (or the portion of the current month in the case of the commitment fee payable on the last day of the Delayed Draw Commitment Period), which fee shall be fully earned when due and payable and shall be nonrefundable and non-proratable.

4.4 Premium. Concurrently with each prepayment of the Loans (other than Term Loan C (unless the Senior Net Leverage Ratio Recapitalization occurs in accordance with the Term Loan C Note) and regularly scheduled installments and mandatory prepayments under Section 6.2), whether such prepayment occurs prior to, on or after the Maturity Date, the Company agrees to pay to the Administrative Agent, for the ratable benefit of the Lenders, a premium ("Premium") equal to:

<u>Prepayment Timing:</u>	<u>Applicable Premium:</u>
On or before November 17, 2021	12.0% of the principal amount of the Loans being prepaid
From and after November 17, 2021 but on or before November 16, 2022	10.0% of the principal amount of the Loans being prepaid
From and after November 17, 2022 but on or before November 16, 2023	8.0% of the principal amount of the Loans being prepaid
From and after November 17, 2023	0.00% of the principal amount of the Loans being prepaid

For the avoidance of doubt, if the Senior Net Leverage Ratio Recapitalization occurs in accordance with the Term Loan C Note, then any amount of Term Loan C that is added to Term Loan A shall thereafter be subject to the Premium set forth in this Section 4.4.

4.5 Servicing Fees. Pursuant to Section 14.5, the Administrative Agent has delegated to its Servicer certain of its obligations to monitor the Loans, to prepare and send invoices to the Company, to collect payments from the Company, to apportion among, and remit payments to, the Lenders, and to maintain the Register. The Company agrees to pay directly to Servicer, as and when invoiced, up to \$20,000 per annum for these services, plus the Servicer's one time fees associated with initial servicing and administration in an amount equal to \$5,000. The Company shall continue these payments until the Obligations are Paid in Full or the Company is notified by the Administrative Agent that the Servicer is no longer performing these functions.

H. ARTICLE V REPAYMENTS

5.1 Payment at Maturity. Unless sooner Paid in Full, the outstanding principal balance of the Loans and all other unpaid Obligations, together with all accrued and unpaid interest thereon, shall be due and payable in full on the applicable Maturity Date.

I. ARTICLE VI PREPAYMENTS

6.1 Voluntary Prepayments. The Company from time to time voluntarily may prepay the Loans in whole or in part; provided that the Company shall give the Administrative Agent (who shall promptly advise each Lender) written notice thereof not later than 11:00 a.m., New York time, at least five (5) Business Days prior to the date of such prepayment (which shall be a Business Day), specifying the date and amount of prepayment. Any partial prepayment shall be in an amount equal to \$1,000,000 or a higher integral multiple of \$1,000,000. Each prepayment of the Loans shall be accompanied by accrued and unpaid interest on the principal amount of the Loans being prepaid through the date of prepayment, any applicable Premium, and all other Obligations which then are due and payable.

6.2 Mandatory Prepayments.

(a) The Company shall prepay the Loans until Paid in Full:

(i) concurrently with the receipt by any Loan Party of any Net Cash Proceeds from any Asset Disposition in excess of \$200,000 in the aggregate in any single Fiscal Year, in an amount equal to 100% of such Net Cash Proceeds;

(ii) concurrently with the receipt by any Loan Party of any Net Cash Proceeds from any issuance of Capital Stock of any Loan Party (excluding (A) any issuance of Permitted Capital Stock of the Company pursuant to any employee or director option program, benefit plan, or compensation program, up to an aggregate amount of \$200,000 in any Fiscal Year, (B) any issuance of Permitted Capital Stock of the Company, the Net Cash Proceeds of which are used by the Company to make Financed Capital Expenditures, and (C) the issuance of any Capital Stock pursuant to Section 11.5(d)) in an amount equal to 100% of all such Net Cash Proceeds received by the Loan Parties after the Closing Date;

(iii) concurrently with the receipt by any Loan Party of any Net Cash Proceeds from any issuance of any Debt of any Loan Party (excluding Debt permitted by Section 11.1), in an amount equal to 100% of all such Net Cash Proceeds;

(iv) concurrently with the receipt by any Loan Party of any Net Cash Proceeds from any Insurance Proceeds as a result of an Event of Loss, if the aggregate amount of such Net Cash Proceeds received by the Loan Parties in connection with such Event of Loss and all other Events of Loss occurring during the current Fiscal Year exceeds \$200,000.00, in an amount equal to 100% of such excess; provided, that, if no Event of Default exists at the time of receipt of any such Net Cash Proceeds, subject to the prior written approval of the Administrative Agent in its reasonable discretion, such prepayment shall not be required to the extent the Company reinvests the Net Cash Proceeds of such Event of Loss in productive assets useful in the business of the Company or any of its Subsidiaries within 90 days after the date of such Event of Loss or enters into a binding commitment therefor within said 90 day period and promptly thereafter makes such reinvestment.

(b) Until Term Loan C shall have been Paid in Full, notwithstanding Section 6.2(a)(ii) above, the Company shall prepay Term Loan C in an amount not less than \$3,500,000.00 *plus* any applicable MOIC concurrently with the receipt by any Loan Party of any Net Cash Proceeds from each issuance of Capital Stock of any Loan Party.

(c) Concurrently with the twelve (12) month anniversary of the Second Amendment Closing Date, the Company shall have repaid not less than \$7,000,000.00 in the aggregate with respect to Term Loan C.

The Company will give the Administrative Agent at least five (5) Business Days' prior written notice of each mandatory prepayment.

6.3 Application of Prepayments. All prepayments shall be applied as follows:

(a) first, to all fees (other than Premium) and expenses then due and owing to the Administrative Agent and the Lenders;

(b) second, to accrued and unpaid interest on Term Loan C;

(c) third, to any unpaid applicable MOIC then due and owing with respect to Term Loan C;

(d) fourth, to the remaining scheduled installments of principal of Term Loan C in the inverse order of maturity, unless an Event of Default exists, in which case the provisions of Section 7.2 shall be applicable with respect to application of the proceeds thereof;

(e) fifth, to accrued and unpaid interest on Term Loan A and the Delayed Draw Loan on a *pari passu* basis;

(f) sixth, to any unpaid applicable Premium then due and owing with respect to Term Loan A and the Delayed Draw Loan on a *pari passu* basis;

(g) last, to the remaining scheduled installments of principal of Term Loan A and the Delayed Draw Loan on a *pari passu* basis in the inverse order of maturity, unless an Event of Default exists, in which case the provisions of Section 7.2 shall be applicable with respect to application of the proceeds thereof.

ARTICLE VII
J. MAKING AND PRORATION OF PAYMENTS; TAXES.

7.1 Making of Payments. All payments of principal or interest on the Loans, and of all fees and expenses, shall be made by the Company to the Administrative Agent in immediately available funds at the office specified by the Administrative Agent not later than 2:00 p.m., New York time, on the date due; and funds received after that hour in the discretion of the Administrative Agent may be deemed to have been received by the Administrative Agent on the following Business Day. The Administrative Agent shall promptly remit to each Lender its share of all such payments received in collected funds by the Administrative Agent for the account of such Lender. All payments under Section 8.1 shall be made by the Company directly to the Lender entitled thereto without setoff, counterclaim or other defense.

7.2 Application of Certain Payments. So long as no Event of Default has occurred and is continuing, (a) payments matching specific scheduled payments then due shall be applied to those scheduled payments and (b) voluntary and mandatory prepayments shall be applied as set forth in Section 6.3. After the occurrence and during the continuance of an Event of Default, all amounts collected or received by the Administrative Agent or any Lender from the Company, any Loan Party, or as proceeds from the sale of, or other realization upon, all or any part of the Collateral or their other assets shall be applied prior to an acceleration of the Obligations as the Administrative Agent shall determine in its discretion, or, in the absence of a specific determination by the Administrative Agent, as set forth in the Guaranty and Collateral Agreement. Concurrently with each remittance to any Lender of its share of any such payment, the Administrative Agent shall advise such Lender as to the application of such payment.

7.3 Due Date Extension. If any payment of principal or interest with respect to any of the Loans, or of any fees, falls due on a day which is not a Business Day, then such due date shall be extended to the immediately following Business Day and, in the case of principal, additional interest shall accrue and be payable for the period of any such extension.

7.4 Proration of Payments. If any Lender shall obtain any payment or other recovery (whether voluntary, involuntary, by application of offset, counterclaim, or otherwise), on account of principal of or interest on any Loan, but excluding any payment pursuant to Section 8.2 or 15.5, in excess of its applicable Pro Rata Share of payments and other recoveries obtained by all Lenders on account of principal of and interest on the Loans then held by them, then such Lender shall notify the Administrative Agent, in writing, of such fact, and shall purchase (for cash at face value) from the other Lenders such participations in the Loans held by them, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans; provided that (a) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and (b) the provisions of this paragraph shall not be construed to apply to (i) any payment made by the Company pursuant to and in accordance with the express terms of this Agreement, or (ii) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any Assignee or Participant, other than to the Company or any Subsidiary thereof (as to which the provisions of this paragraph shall apply). The Company consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Company rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Company in the amount of such participation.

7.5 Setoff. All payments made by the Company hereunder or under any Loan Document shall be made without setoff, counterclaim, or other defense. The Company, for itself and each other Loan Party, agrees that the Administrative Agent and each Lender have all rights of set-off and bankers' lien provided by applicable law, and in addition thereto, the Company, for itself and each other Loan Party, agrees that at any time any Event of Default exists, the Administrative Agent and each Lender may apply to the payment of any Obligations of the Company and each other Loan Party hereunder, whether or not then due, any and all balances, credits, deposits, accounts or moneys of the Company and each other Loan Party then or thereafter with the Administrative Agent or such Lender.

7.6 Taxes.

7.6.1 Payments Free of Taxes. Any and all payments by or on account of any obligation of the Company hereunder or under any other Loan Document shall be made free and clear of and without reduction or withholding for any Indemnified Taxes or Other Taxes, provided that if the Company shall be required by applicable law to deduct any Indemnified Taxes (including any Other Taxes) from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent or any Lender, as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Company shall make such deductions and (iii) the Company shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

7.6.2 Payment of Other Taxes by the Company. Without limiting the provisions of Section 7.6.1 above, the Company shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

7.6.3 Indemnification by the Company. The Company shall indemnify the Administrative Agent and each Lender, within five (5) days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 7.6) paid by the Administrative Agent or such Lender, as the case may be, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Company by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

7.6.4 Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Company to a Governmental Authority, the Company shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment satisfactory to the Administrative Agent.

7.6.5 Status of Lenders. Any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which the Company is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Loan Document shall deliver to the Company (with a copy to the Administrative Agent), at the time or times prescribed by applicable law or reasonably requested by the Company or the Administrative Agent, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if requested by the Company or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Company or the Administrative Agent as will enable the Company or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements.

Without limiting the generality of the foregoing, in the event that the Company is resident for tax purposes in the United States of America, any Foreign Lender shall deliver to the Company and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of the Company or the Administrative Agent, but only if such Foreign Lender is legally entitled to do so), whichever of the following is applicable:

(i) duly completed copies of Internal Revenue Service Form W-8BEN or W-8BEN claiming eligibility for benefits of an income tax treaty to which the United States of America is a party;

(ii) duly completed copies of Internal Revenue Service Form

(iii) in the case of a Foreign Lender claiming the benefits of W-8ECI; the exemption for portfolio interest under section 881(c) of the Code, (x) a certificate to the effect that such Foreign Lender is not (A) a “bank” within the meaning of section 881(c)(3)(A) of the Code, (B) a “10 percent shareholder” of the Company within the meaning of section 881(c)(3)(B) of the Code, or (C) a “controlled foreign corporation” described in section 881(c)(3)(C) of the Code and (y) duly completed copies of Internal Revenue Service Form W-8BEN; or

(iv) any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in United States Federal withholding tax duly completed together with such supplementary documentation as may be prescribed by applicable law to permit the Company to determine the withholding or deduction required to be made.

7.6.6 Compliance with FATCA. If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Company and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Company or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Company or the Administrative Agent as may be necessary for the Company and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender’s obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this Section 7.6.6, “FATCA” shall include any amendments made to FATCA after the date of this Agreement.

7.6.7 Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Company has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Company to do so), and (ii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this Section 7.6.7.

7.6.8 Treatment of Certain Refunds. If the Administrative Agent or a Lender determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Company or with respect to which the Company has paid additional amounts pursuant to this Section, it shall pay to the Company an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by the Company under this Section 7.6 with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent or such Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that the Company, upon the request of the Administrative Agent or such Lender, agrees to repay the amount paid over to the Company (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. This paragraph shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Company or any other Person.

K. ARTICLE VIII
INCREASED COSTS

8.1 Increased Costs.

8.1.1 Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;

(ii) subject any Lender to any tax of any kind whatsoever with respect to this Agreement, or any Loan made by it, or change the basis of taxation of payments to such Lender in respect thereof (except for Indemnified Taxes or Other Taxes covered by Section 7.6 and the imposition of, or any change in the rate of, any Excluded Tax payable by such Lender); or

(iii) impose on any Lender any other condition, cost or expense affecting this Agreement or Loans made by such Lender; and the result of any of the foregoing shall be to increase the cost to such Lender of making, converting to, continuing or maintaining any Loan or of maintaining its obligation to make any such Loan, or to increase the cost to such Lender, or to reduce the amount of any sum received or receivable by such Lender hereunder (whether of principal, interest or any other amount) then, upon request of such Lender, the Company will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

8.1.2 Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any lending office of such Lender or such Lender's holding company, if any, regarding capital requirements, has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by such Lender to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time the Company will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered.

8.1.3 Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company as specified in Section 8.1.1 or 8.1.2 and delivered to the Company shall be conclusive absent manifest error. The Company shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

8.1.4 Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Company shall not be required to compensate a Lender pursuant to this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender notifies the Company of the Change in Law giving rise to such increased costs or reductions, and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

8.2 Mitigation of Circumstances; Replacement of Lenders.

8.2.1 Mitigation of Circumstances. If any Lender requests compensation under Section 8.1, or requires the Company to pay additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 7.6, then such Lender shall (at the request of the Company) use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 8.1 or Section 7.6, as the case may be, in the future, and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Company hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

8.2.2 Replacement of Lenders. If any Lender requests compensation under Section 8.1, or if the Company is required to pay additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 7.6 and, in each case, such Lender has declined or is unable to designate a different lending office in accordance with Section 8.2.1, or if any Lender is a Non-Consenting Lender, then the Company may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 15.5), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that:

(i) the Company shall have paid to the Administrative Agent the assignment fee (if any) specified in Section 15.5;

(ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Company (in the case of all other amounts);

(iii) in the case of any such assignment resulting from a claim for compensation under Section 8.1 or payments required to be made pursuant to Section 7.6, such assignment will result in a reduction in such compensation or payments thereafter;

(iv) such assignment does not conflict with applicable law; and

(v) in the case of any assignment resulting from a Lender becoming a Non-Consenting Lender, the applicable assignee shall have consented to the applicable amendment, waiver or consent.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Company to require such assignment and delegation cease to apply.

8.3 Conclusiveness of Statements; Survival of Provisions. Determinations and statements of any Lender pursuant to Section 8.1 shall be conclusive absent demonstrable error. Lenders may use reasonable averaging and attribution methods in determining compensation under Section 8.1, and the provisions of such Sections shall survive repayment of the Obligations, cancellation of any Notes, and termination of this Agreement.

L. ARTICLE IX REPRESENTATIONS AND WARRANTIES.

To induce the Administrative Agent and the Lenders to enter into this Agreement and to induce the Lenders to make Loans, until the expiration or termination of the Commitments and thereafter until all Obligations hereunder and under the other Loan Documents are Paid in Full, each Loan Party (and, to the extent applicable, Parent), jointly and severally, represents and warrants to the Administrative Agent and the Lenders that:

9.1 Organization; Locations of Executive Office; FEIN. Each Loan Party is validly existing and in good standing under the laws of its jurisdiction of organization; and each Loan Party is duly qualified to do business in each jurisdiction where, because of the nature of its activities or properties, such qualification is required, except for such jurisdictions where the failure to so qualify could not reasonably be expected to have a Material Adverse Effect. Schedule 9.1 sets forth as of the Closing Date (a) the jurisdiction of organization of each Loan Party, (b) each Loan Party's chief executive office, (c) each Loan Party's exact legal name as it appears on its organizational documents, (d) each Loan Party's organizational identification number (to the extent such Loan Party is organized in a jurisdiction which assigns such numbers) and (e) each Loan Party's federal employer identification number. Each Loan Party was formed in compliance with all applicable Laws. The Company owns and controls (i) no less than 100% of the voting and non-voting Capital Stock of each of T3FL, Nexogy, Shift8 and Next Level, (ii) voting Capital Stock of each of T3FL, Nexogy, Shift8 and Next Level in an amount sufficient to elect, or to have the right and power to designate, at least a majority of the Board of each of T3FL, Nexogy, Shift8 and Next Level, and (iv) directly or indirectly, owns and controls 100% of each class of the outstanding Capital Stock of any other Subsidiary. The Parent owns and controls (i) no less than 80.01% of the voting and non-voting Capital Stock of the Company, and the Minority T3NV Shareholders own, in the aggregate, 19.99% of the voting and non-voting Capital Stock of the Company and (ii) 100% of the voting and non-voting Capital Stock of Digerati Networks, Inc., a Texas corporation.

9.2 Equity Ownership; Subsidiaries. All issued and outstanding Capital Stock of each Loan Party are duly authorized and validly issued and free and clear of all Liens (except those in favor of the Administrative Agent), and such securities were issued in compliance with all applicable state and federal laws concerning the issuance of securities. Schedule 9.2 sets forth as of the Closing Date the authorized Capital Stock of each Loan Party (including the Company), all of the issued and outstanding Capital Stock of each Loan Party and the legal and beneficial owners thereof. The Company and the Parent does not have and shall not have (after the Closing Date) Subsidiaries that are not Wholly-Owned Subsidiaries, except as otherwise described in Section 9.1. As of the Closing Date, except as set forth on Schedule 9.2, there are no pre-emptive or other outstanding rights, options, warrants, conversion rights or other similar agreements or understandings for the purchase or acquisition of any Capital Stock of any Loan Party.

9.3 Authorization; No Conflict. Each Loan Party and the Parent is duly authorized to execute and deliver each Loan Document to which it is a party, the Company is duly authorized to borrow monies hereunder and each Loan Party and the Parent is duly authorized to perform its Obligations under each Loan Document to which it is a party. The execution, delivery and performance by each Loan Party and the Parent of each Loan Document to which it is a party, and the borrowings by the Company of the Loans, do not and will not, with respect to each Loan Party: (a) require any consent or approval of, or any filing with, any Governmental Authority (other than any consent or approval which already has been obtained and is in full force and effect, or any action or filing which has been taken), except for (i) certain filings to establish and perfect the Liens in favor of the Administrative Agent, (ii) filing of certain of the Loan Documents with any Governmental Authority, (iii) any State Regulatory Agency or any other Governmental Authority authorizations and filings required from time to time in the ordinary course of business of the Loan Parties, and (iv) for any State Regulatory Agency or any other Governmental Authority approvals in connection with the exercise of certain rights or remedies under the Loan Documents; (b) (i) contravene any provision of law, (ii) contravene or result in a default under the charter, by-laws, limited liability company agreement or other organizational documents of any Loan Party or the Parent or any of the Equity Documents, or (iii) violate, conflict with, or result in a breach of any material agreement, indenture, instrument or other document, or any judgment, order or decree, which is binding upon any Loan Party or the Parent or any of their respective properties, or (c) require, or result in, the creation or imposition of any Lien on any asset of any Loan Party, other than Liens in favor of the Administrative Agent created pursuant to the Collateral Documents.

9.4 Validity and Binding Nature. Each of this Agreement, each other Loan Document to which any Loan Party or the Parent is a party is the legal, valid and binding obligation of such Person, enforceable against such Person in accordance with its terms, subject to bankruptcy, insolvency and similar laws affecting the enforceability of creditors' rights generally and to general principles of equity (regardless of whether considered in a proceeding in equity or at law).

9.5 Financial Condition. The audited consolidated financial statements of the Company and the Subsidiaries of the Company (with the exception of Nexogy) at the time of such financial statements, for the twelve-month period ending December 31, 2019, copies of each of which have been delivered to each Lender, were prepared in accordance with the Company's past accounting practices consistently applied and present fairly the consolidated financial condition of the Company and its Subsidiaries as at such dates and the results of their operations for the periods then ended. The projections of the future operations of the Loan Parties provided by the Company to the Lenders prior to the Closing Date are based on assumptions believed by the Company to be reasonable in light of current facts and circumstances and represent the best estimates of the Company as of the Closing Date of the future financial performance of the Loan Parties, it being acknowledged by the Administrative Agent and the Lenders that such financial projections are no guarantee of future results, that actual financial performance may differ from that projected, and that the projections are subject to the uncertainty inherent in any financial projection.

9.6 No Material Adverse Change. Since December 31, 2019, there has been no material adverse change in the financial condition, operations, assets, business, or properties of the Loan Parties, individually or in the aggregate.

9.7 Litigation and Contingent Liabilities. No litigation, arbitration proceeding or governmental investigation or proceeding is pending or, to the knowledge of the Company, threatened against any Loan Party or the Parent which could reasonably be expected to have a Material Adverse Effect. Neither the Parent nor any Loan Party has any Contingent Liabilities which could reasonably be likely to have a Material Adverse Effect.

9.8 Ownership of Properties; Liens. Each Loan Party and the Parent owns good and, in the case of real property, marketable, title to, or holds valid leasehold interests in, all of its properties and assets, real and personal, tangible and intangible, of any nature whatsoever, free and clear of all Liens, charges and claims (including infringement claims with respect to patents, trademarks, service marks, copyrights and the like), except for Permitted Liens. There are no financing statements, mortgages or similar documents executed by the Company or any of its Subsidiaries or of public record against the Company or any of its Subsidiaries, except with respect to Permitted Liens.

9.9 Business, Property and Licenses of the Loan Parties.

9.9.1 Business and Property. Upon the Closing the Company will be the owner or lessee of all property and will hold, or will hold the Capital Stock of a Subsidiary which holds, all licenses and permits necessary to conduct the Company operations, in each case in conformity in all material respects with all applicable laws. The Company does not engage or propose to engage in any business activity, and does not own any property, other than its ownership of the Capital Stock of its Subsidiaries and activities and property incidental and ancillary to maintenance of its existence as an entity and its status as a holding company.

9.9.2 Business Locations. There is set forth in Schedule 9.9.2 the common address, as of the Closing Date, of the chief executive office of each Loan Party and the places where each Loan Party's books and records are kept. Schedule 9.9.2 indicates whether such location is owned or leased by a Loan Party. If such location is owned, there is attached to Schedule 9.9.2 a complete and accurate legal description of such real property. If such location is leased, there is set forth in Schedule 9.9.2 a description of such lease, including the date of such lease, the landlord's name and address, the monthly rent due under such lease, and the remaining term and expiration date of such lease. Each such lease is in full force and effect, there has been no material default in the performance of any of its terms or conditions by the applicable Loan Party, or, to the knowledge of the Company, any other party thereto, and no claims of default have been asserted in writing with respect thereto. To the Company's knowledge, the present and contemplated use of its owned and leased real estate is in compliance in all material respects with applicable zoning ordinances and other laws and regulations.

9.9.3 Equipment. All of the equipment now owned, or which will be owned by any Loan Party on the Closing Date, are, or upon the acquisition thereof on the Closing Date, will be, in good operating condition and repair (normal wear and tear excepted), and have been used, operated and maintained in compliance in all material respects with applicable laws and regulations.

9.9.4 Intellectual Property. The Loan Parties own and possess or have valid licenses or other rights to use all patents, trademarks, trade names, service marks and copyrights as are necessary for the conduct of their business, without any infringement upon rights of others.

9.9.5 Accounts. Schedule 9.9.5 lists all banks and other financial institutions at which any Loan Party maintains any deposit, securities, and other accounts as of the Closing Date, and correctly identifies the name, address and any other relevant contact information with respect to each bank or other financial institution, the name in which the account is held, a description of the purpose of the account, and the complete account number therefor.

9.9.6 Material Contracts. All Material Contracts to which any Loan Party is a party as of the Closing Date, are described on Schedule 9.9.6. The Company has delivered true and correct copies of each such Material Contract to the Administrative Agent. Except as set forth on Schedule 9.9.6, as of the Closing Date each such Material Contract is in full force and effect, each party has made all payments due thereunder on a timely basis, and no party is in breach or default of its obligations thereunder. Attached to Schedule 9.9.6 is a copy of the Company's standard form customer contract.

9.10 Insurance. Set forth on Schedule 9.10 is a complete and accurate summary of the property and casualty insurance program of the Company and its Subsidiaries as of the Closing Date (including the names of all insurers, policy numbers, expiration dates, amounts and types of coverage, annual premiums, exclusions, deductibles, self-insured retention, and a description in reasonable detail of any self-insurance program, retrospective rating plan, fronting arrangement or other risk assumption arrangement involving the Company or any of its Subsidiaries). Each Loan Party and its properties are insured with financially sound and reputable insurance companies with at least an "A" rating by Best's Rating Services which are not Affiliates of the Loan Parties, in such amounts, with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where such Loan Parties operate.

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9.11 Labor Matters. No Loan Party is subject to any labor or collective bargaining agreement. There are no existing or, to the knowledge of the Company, threatened strikes, lockouts or other labor disputes involving any Loan Party. Hours worked by and payment made to employees of the Loan Parties are not in violation of the Fair Labor Standards Act or any other applicable law, rule or regulation dealing with such matters.

9.12 Pension Plans. No Loan Party is a party or subject to any Plan.

9.13 Investment Company Act. No Loan Party is an "investment company" or a company "controlled" by an "investment company" or a "subsidiary" of an "investment company," within the meaning of the Investment Company Act of 1940.

9.14 Public Utility Holding Company Act. No Loan Party is a “holding company”, or a “subsidiary company” of a “holding company,” or an “affiliate” of a “holding company” or of a “subsidiary company” of a “holding company,” within the meaning of the Public Utility Holding Company Act of 2005.

9.15 Regulation U. The Company is not engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying Margin Stock.

9.16 Foreign Assets Control Regulations and Anti-Money Laundering. No Loan Party is (a) a person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Party and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (b) a person who engages in any dealings or transactions prohibited by Section 2 of such executive order, or is otherwise associated with any such person in any manner violative of Section 2, or (c) a person on the list of Specially Designated Nationals and Blocked Persons or subject to the limitations or prohibitions under any other U.S. Department of Treasury’s Office of Foreign Assets Control regulation or executive order. The Loan Parties are in compliance, in all material respects, with the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)). No part of the proceeds of the Loans 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.

9.17 Taxes. Each Loan Party has timely filed all tax returns and reports required by law to have been filed by it and has paid all taxes and governmental charges due and payable with respect to such return, except any such taxes or charges which are being diligently contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP shall have been set aside on its books. To the extent required by GAAP, the Loan Parties have made adequate reserves on their books and records in accordance with GAAP for all taxes that have accrued but which are not yet due and payable. None of the tax returns of the Loan Parties are under audit.

9.18 Compliance with Laws. Each Loan Party and the Parent is in compliance with all applicable laws, rules, and regulations, and neither the Parent nor any Loan Party is in default in respect of any judgment, order, writ, injunction, decree or decision of any Governmental Authority, except to the extent non-compliance or default could not reasonably be expected to have a Material Adverse Effect. No material condemnation, eminent domain or expropriation has been commenced or, to the knowledge of the Company, threatened against the property which the Loan Parties will own upon the Closing. The Company shall take, and cause each of its Subsidiaries to take, such actions as are necessary or as the Administrative Agent may request from time to time to ensure that each Loan Party and the Parent is in compliance with all applicable laws, rules, and regulations.

9.19 Environmental Matters. The on-going operations of each Loan Party comply in all material respects with all Environmental Laws. Each Loan Party has obtained, and maintained in good standing, all licenses, permits, authorizations, registrations and other approvals required under any Environmental Law and required for their respective ordinary course operations and for their reasonably anticipated future operations, and each Loan Party is in compliance in all material respects with all terms and conditions thereof. No Loan Party or any of its properties or operations is subject to, or reasonably anticipates the issuance of, any written order from or agreement with any Federal, state or local Governmental Authority, nor subject to any judicial or docketed administrative or other proceeding, respecting any Environmental Law, Environmental Claim or Hazardous Substance that could reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect. There are no Hazardous Substances or other conditions or circumstances existing with respect to any property, or relating to any waste disposal, of any Loan Party that could reasonably be expected to result, whether arising from activities occurring before, on, or after the date hereof, either individually or in the aggregate, in a Material Adverse Effect. No Loan Party has any underground storage tanks that are not properly registered or permitted under applicable Environmental Laws or that at any time have released, leaked, disposed of or otherwise discharged Hazardous Substances.

9.20 Burdensome Obligations. No Loan Party is a party to any agreement or contract or subject to any restriction contained in its organizational documents which could reasonably be expected to have either individually or in the aggregate a Material Adverse Effect.

9.21 Solvency. On the Closing Date, and immediately prior to and after giving effect to the making of each Loan hereunder and the use of the proceeds thereof, with respect to the Company and its Subsidiaries, individually and in the aggregate, (a) the fair value of their assets is greater than the amount of its liabilities (including disputed, contingent and un-liquidated liabilities) as such value is established and liabilities evaluated in accordance with GAAP, (b) the present fair saleable value of their assets is not less than the amount that will be required to pay the probable liability on their debts as they become absolute and matured, (c) they are able to realize upon their assets and pay their debts and other liabilities (including disputed, contingent and un-liquidated liabilities) as they mature in the normal course of business, (d) they do not intend to, and do not believe that they will, incur debts or liabilities beyond their ability to pay as such debts and liabilities mature and (e) they are not engaged in business or a transaction, and are not about to engage in business or a transaction, for which their property would constitute unreasonably small capital.

9.22 Information. All information heretofore or contemporaneously herewith furnished in writing by any Loan Party or the Parent to the Administrative Agent or any Lender for purposes of or in connection with this Agreement and the transactions contemplated hereby is, and all written information hereafter furnished by or on behalf of any Loan Party or the Parent to the Administrative Agent or any Lender pursuant hereto or in connection herewith will be, true and accurate in every material respect on the date as of which such information is dated or certified, and none of such information is or will be incomplete by omitting to state any material fact necessary to make such information not misleading in light of the circumstances under which made (it being recognized by the Administrative Agent and the Lenders that any projections and forecasts provided by the Company are based on good faith estimates and assumptions believed by the Company to be reasonable as of the date of the applicable projections or assumptions and that actual results during the period or periods covered by any such projections and forecasts may differ from projected or forecasted results).

9.23 No Default. No Event of Default or Unmatured Event of Default exists or would result from the incurrence by the Company or any of its Subsidiaries of any Debt hereunder or under any other Loan Document.

9.24 Contracts with Affiliates. Except as set forth on Schedule 9.24, neither the Company nor any of its Subsidiaries is a party to any contract or agreement with any of its Affiliates other than its organizational documents. Each such contract or agreement is and will be on terms no less favorable to the Company than are reasonably obtainable from a Person which is not one of its Affiliates.

9.25 Trade and Customer Relations and Practices. Except as set forth on Schedule 9.25, as of the Closing Date, no material customer of any Loan Party has provided any Loan Party with written notice of termination, cancellation or material limitation of, or any materially adverse modification or change in, the business relationships of the Loan Parties or their respective business with any customer or any group of customers who are individually or in the aggregate material to the business of the Loan Parties, and to the Loan Parties' knowledge, there exists no present condition or state of facts or circumstances that would reasonably be expected to have a Material Adverse Effect or prevent the Loan Parties from conducting their business after the Closing Date in substantially the same manner as conducted prior to the Closing Date.

9.26 Brokers; Financial Advisors. Except as set forth on Schedule 9.26, no broker's or finder's or placement fee or commission will be payable to any broker, financial advisor or agent engaged by the Loan Parties or any of their officers, directors or agents with respect to the Loans, except for fees payable to the Administrative Agent and Lenders hereunder.

9.27 Related Agreements.

(a) The Company has heretofore furnished the Administrative Agent a true and correct copy of the Related Agreements.

(b) Each Loan Party and, to the Company's knowledge, each other party to the Related Agreements, has duly taken all necessary corporate, partnership or other organizational action to authorize the execution, delivery and performance of the Related Agreements and the consummation of transactions contemplated thereby.

(c) The Related Transactions will comply with all applicable legal requirements, and all necessary governmental, regulatory, creditor, shareholder, partner and other material consents, approvals and exemptions required to be obtained by the Loan Parties and, to the Company's knowledge, each other party to the Related Agreements in connection with the Related Transactions will be, prior to consummation of the Related Transactions, duly obtained and will be in full force and effect.

(d) The execution and delivery of the Related Agreements did not, and the consummation of the Related Transactions will not, violate any statute or regulation of the United States or of any state or other applicable jurisdiction, or any order, judgment or decree of any Governmental Authority binding on any Loan Party or, to the Company's knowledge, any other party to the Related Agreements, or result in a breach of, or constitute a default under, any material agreement, indenture, instrument or other document, or any judgment, order or decree, to which any Loan Party is a party or by which any Loan Party is bound or, to the Company's knowledge, to which any other party to the Related Agreements is a party or by which any such party is bound.

(e) No statement or representation made in the Related Agreements by any Loan Party or, to the Company's knowledge, any other Person, contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading.

9.28 Subordinated Debt. No Loan Party has any Subordinated Debt other than the Approved Subordinated Debt.

9.29 Warrant Consideration. Parent and each Loan Party acknowledges that the Company is a Subsidiary of Parent and it is to the direct and indirect financial benefit of the Parent that the Lenders provide the Loan to the Company.

9.30 Public Company Reporting Compliance. The Parent is subject to, and in full compliance with, the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and has filed all reports and other materials required to be filed by Section 13 or 15(d) of the Exchange Act, as applicable, during the preceding 12 months. The Parent has made available to the Administrative Agent through the EDGAR system, which is available on www.sec.gov, true and complete copies of each of the Parent's Quarterly Reports on Form 10-Q, Annual Reports on Form 10-K and Current Reports on Form 8-K (collectively, the "SEC Filings"). The SEC Filings, when they were filed with the SEC (or, if any amendment with respect to any such document was filed, when such amendment was filed), complied in all material respects with the applicable requirements of the Exchange Act and the rules and regulations thereunder and did not, as of such date, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. All registration statements and other materials filed by the Parent under the Securities Act of 1933, as amended (the "Securities Act"), when they were filed with the SEC (or, if any amendment with respect to any such document was filed, when such amendment was filed), complied in all material respects with the applicable requirements of the Exchange Act and the rules and regulations thereunder and did not, as of such date, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading. The Parent and each of its Subsidiaries are engaged in all material respects only in the business described in the SEC Filings, and the SEC Filings contain a complete and accurate description in all material respects of the business of the Parent and the Subsidiaries.

9.31 PPP Loan Matters. Neither the Parent nor any Loan Party has used any proceeds of the PPP Loan for any purpose other than the proper legal purposes set forth in the CARES Act and the regulations promulgated by the U.S. Department of the Treasury and the SBA thereunder.

9.32 Parent Debt. The Parent has not created, incurred, assumed or suffered to exist any Debt, except Debt described on Schedule 9.32.

M. ARTICLE X
AFFIRMATIVE COVENANTS.

Until the expiration or termination of the Commitments and thereafter until all Obligations hereunder and under the other Loan Documents are Paid in Full, each Loan Party (and, to the extent applicable, Parent) covenants and agrees, jointly and severally, that, unless at any time the Required Lenders expressly shall consent otherwise in writing, it will:

10.1 Reports, Certificates and Other Information. Furnish to the Administrative Agent and each Lender:

10.1.1 Annual Report. Promptly when available and in any event within 120 days after the end of each Fiscal Year (beginning with the Fiscal Year ending 2020) a copy of the annual audit report of the Company and its Subsidiaries for such Fiscal Year, including therein consolidated and consolidating balance sheets, statement of stockholders equity, and statements of earnings and cash flows of the Company and its Subsidiaries as at the end of such Fiscal Year, certified without adverse reference to going concern value and without qualification by any “Big Four” or other nationally recognized independent accounting firm or by any other independent auditor of recognized standing selected by the Company and reasonably acceptable to the Administrative Agent, together with an unaudited comparison with the budget for such Fiscal Year and a comparison with the previous Fiscal Year. Notwithstanding the foregoing, Nexogy shall be required to produce such annual audit report beginning with the Fiscal Year ending 2021.

10.1.2 Monthly Reports. Promptly when available and in any event within 30 days after the end of each Fiscal Month (including the last Fiscal Month of each Fiscal Year), consolidated and consolidating balance sheets of the Company and its Subsidiaries as of the end of such month, together with consolidated and consolidating statements of earnings and a consolidated and consolidating statement of cash flows for such month and for the period beginning with the first day of such Fiscal Year and ending on the last day of such Fiscal Month, together with a (i) comparison with the corresponding period of the previous Fiscal Year and a comparison with the budget for such period of the current Fiscal Year, prepared in accordance with GAAP and certified by a Senior Officer of the Company, and (ii) a run of key performance indicators for such Fiscal Month.

10.1.3 Compliance Certificates. Contemporaneously with the furnishing of a copy of each annual audit report pursuant to Section 10.1.1 and each set of monthly reports pursuant to Section 10.1.2 for the last month in each Fiscal Quarter, a duly completed compliance certificate in the form of Exhibit D, with appropriate insertions, dated the date of such annual report or such quarterly report and signed by a Senior Officer of the Company, containing (i) a computation of each of the financial ratios and restrictions set forth in Section 11.12, and to the effect that such officer has not become aware of any Event of Default or Unmatured Event of Default that has occurred and is continuing or, if there is any such event, describing it and the steps, if any, being taken to cure it, and (ii) a written statement of the Company’s management setting forth a discussion of the Company’s financial condition, changes in financial condition and results of operations.

10.1.4 Material Contracts. The Company will comply in all material respects with the material terms and conditions of each Material Contract.

10.1.5 Notice of Default, Litigation, ERISA Matters, Other Material Changes. Promptly, but in no event later than three (3) Business Days after any Loan Party or the Parent becomes aware of any of the following, written notice describing the same and the steps being taken by such Loan Party or the Parent affected thereby with respect thereto:

(a) the occurrence of an Event of Default or Unmatured Event of Default;

(b) any litigation, arbitration or governmental investigation or proceeding not previously disclosed by the Company to the Lenders which has been instituted or, to the knowledge of the Company, is threatened against any Loan Party or the Parent or to which any of the properties of any thereof is subject;

(c) the occurrence of any pending or threatened in writing labor dispute, strike, walkout, or union organizing activity with respect to any employees of a Loan Party or the Parent;

(d) any material change in accounting policies or financial reporting practices by any Loan Party or the Parent, any intention on the part of the Loan Parties to discharge the Loan Parties' present independent accountants or any withdrawal or resignation by such independent accountants from acting in such capacity;

(e) any change in employment or the termination of any Loan Parties' chief executive officer, chief financial officer or chief operating officer (without regard to the title or titles actually given to any such Person performing the duties customarily performed by officers with such titles);

(f) the occurrence of any bankruptcy, insolvency, reorganization of any Loan Party or the Parent, or the appointment of any trustee in connection with or anticipation of any such occurrence, or the taking of any step by any Person in furtherance of any such action or occurrence;

(g) any material written claim for indemnification made under or pursuant to any Acquisition Document;

(h) any cancellation or material change (other than renewals of existing policies) in any insurance maintained by the Company or any of its Subsidiaries; or

(i) any other event (including (i) any violation of any Environmental Law or the assertion of any Environmental Claim or (ii) the enactment or effectiveness of any law, rule or regulation) which could reasonably be expected to have a Material Adverse Effect.

10.1.6 Management Reports. Promptly upon receipt thereof, copies of all detailed financial and management reports submitted to the Company by independent auditors in connection with each annual or interim audit made by such auditors of the books of the Company.

10.1.7 Aging Reports. Within 30 days of the end of each month, an accounts receivable and accounts payable aging report in such detail as the Administrative Agent or the Required Lenders reasonably may request.

10.1.8 Projections. As soon as practicable, and in any event not later than 45 days after the commencement of each Fiscal Year, consolidated and consolidating financial projections for the Company and its Subsidiaries for such Fiscal Year (including monthly operating and cash flow budgets) and through and including the Fiscal Year in which the Maturity Date occurs in a manner consistent with the projections delivered by the Company to the Lenders prior to the Closing Date or otherwise in a manner satisfactory to the Administrative Agent, accompanied by a certificate of a Senior Officer of the Company on behalf of the Company to the effect that (a) such projections were prepared by the Company in good faith, (b) the Company has a reasonable basis for the assumptions contained in such projections and (c) such projections have been prepared in accordance with such assumptions; provided, however, that such projections shall be recast on a pro forma basis in respect of each contemplated Permitted Acquisition, and delivered to the Administrative Agent at least 30 days prior to each contemplated closing date.

10.1.9 Changes in Name or Jurisdiction of Organization. Prompt notice of any change in the name or jurisdiction of organization of any Loan Party.

10.1.10 Other Information. Promptly from time to time, such other information and reports concerning the Loan Parties as any Lender or the Administrative Agent may reasonably request.

10.2 Books, Records and Inspections. Keep, and cause each of its Subsidiaries to keep, its books and records in accordance with sound business practices sufficient to allow the preparation of interim financial statements in accordance with GAAP, and the preparation of annual audited financial statements in accordance with GAAP; permit, and cause each of its Subsidiaries to permit, the Administrative Agent or any representative thereof to inspect its properties and operations; and permit, and cause each of its Subsidiaries to permit, at any reasonable time and with reasonable notice (or at any time without notice if an Event of Default exists), any Lender or the Administrative Agent or any representative thereof to visit any or all of its offices, to discuss its financial matters with its officers and its independent auditors (and the Company hereby authorizes such independent auditors to discuss such financial matters with any Lender or the Administrative Agent or any representative thereof), and to examine (and, at its expense, photocopy extracts from) any of its books or other records; and permit, and cause each of its Subsidiaries to permit, the Administrative Agent or any representative thereof to inspect the Collateral and other tangible assets of the Company and its Subsidiaries, and to inspect, examine, check and make copies of and extracts from the books, records, computer data, computer programs, journals, orders, receipts, correspondence and other data relating to the Collateral and their other assets. Such inspections or examinations by the Administrative Agent shall be at the Company's expense, provided that so long as no Event of Default or Unmatured Event of Default exists and is continuing, the Company shall not be required to pay and/or reimburse the Administrative Agent for inspections or examinations more frequently than two times each Fiscal Year after the Closing Date. Any Lender may accompany the Administrative Agent in connection with any inspection or examination at such Lender's expense. In the event the Administrative Agent determines that obtaining appraisals and/or valuations of any of the Collateral or other assets of the Loan Parties is necessary in order for the Administrative Agent or any Lender to comply with applicable laws or regulations or its own internal guidelines, or at any time if an Event of Default or Unmatured Event of Default has occurred and is continuing, the Company shall permit, and shall cause each of its Subsidiaries to permit, the Administrative Agent or any representative thereof, to perform appraisals and/or valuations of the Collateral and its other assets. Such appraisals and/or valuations shall be at the Company's expense, provided that so long as no Event of Default or Unmatured Event of Default exists and is continuing, the Company shall not be required to pay and/or reimburse the Administrative Agent for more than one such appraisal and/or valuation every twelve months after the Closing Date.

10.3 Maintenance of Property; Insurance; Casualty and Condemnation.

(a) Keep, and cause each of its Subsidiaries to keep, all property useful and necessary in its business in good working order and condition, ordinary wear and tear excepted.

(b) Maintain, and cause each of its Subsidiaries to maintain, with responsible insurance companies, such insurance coverage as may be required by any law or governmental regulation or court decree or order applicable to it and such other insurance, to such extent and against such hazards and liabilities, as is customarily maintained by companies similarly situated; and, upon the reasonable request of the Administrative Agent or any Lender, furnish to the Administrative Agent or such Lender a certificate setting forth in reasonable detail the nature and extent of all insurance maintained by the Loan Parties. At all times, the Company shall maintain, and shall cause each of its Subsidiaries to maintain, the Key Man Life Insurance, and business interruption insurance reasonably acceptable to the Administrative Agent. The Company shall cause each issuer of an insurance policy to provide the Administrative Agent with an endorsement (i) naming the Administrative Agent as an additional insured with respect to each policy of liability insurance and showing the Administrative Agent as lender's loss payee with respect to each policy of property or casualty insurance, (ii) providing that 30 days' notice will be given to the Administrative Agent prior to any cancellation of, material reduction or change in coverage provided by or other material modification to such policy and (iii) reasonably acceptable in all other respects to the Administrative Agent. The Administrative Agent is authorized, but not obligated, as the attorney-in-fact for the Company, and for each of its Subsidiaries, prior to the occurrence of an Event of Default, with the Company's consent (which consent shall not be unreasonably withheld) and after the occurrence and during the continuance of an Event of Default, without the Company's or any of its Subsidiaries' consent, (i) to adjust and compromise proceeds payable under such policies of insurance, (ii) to collect, receive and give receipts for such proceeds in the name of the Company or any other Loan Party and the Administrative Agent, and (iii) to endorse the Company's or any of its Subsidiaries' name upon any instrument in payment thereof. Such power granted to the Administrative Agent shall be deemed coupled with an interest and shall be irrevocable (until all of the Obligations are Paid in Full). The Company shall or shall cause any other Loan Party upon request of the Administrative Agent at any time to furnish to the Administrative Agent updated evidence of insurance.

(c) The Loan Parties (a) will furnish to the Administrative Agent prompt written notice of any casualty or other insured damage to any material portion of the Collateral or the commencement of any action or proceeding for the taking of any material portion of the Collateral or any material part thereof or interest therein under power of eminent domain or by condemnation or similar proceeding and (b) will ensure that, to the extent required by the terms of this Agreement, the Net Proceeds of any such event (whether in the form of insurance proceeds, condemnation awards or otherwise) are collected and applied in accordance with Section 6.2(d) and Section 6.3.

10.4 Compliance with Laws; OFAC/BSA Provision; Payment of Taxes and Liabilities.

10.4.1 Compliance with Laws; OFAC/BSA Provision. (a) Comply, and cause each of its Subsidiaries to comply, with all applicable laws, rules, regulations, decrees, orders, judgments, licenses and permits, except where failure to comply could not reasonably be expected to have a Material Adverse Effect; (b) without limiting clause (a) above, ensure, and cause each of its Subsidiaries to ensure, that no person who owns a controlling interest in or otherwise controls the Company or any of its Subsidiaries is or shall be (i) listed on the Specially Designated Nationals and Blocked Person List maintained by the Office of Foreign Assets Control (“OFAC”), Department of the Treasury, and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation or (ii) a person designated under Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any other similar Executive Orders; (c) without limiting clause (a) above, comply, and cause each other Loan Party to comply, with all applicable Bank Secrecy Act (“BSA”) and anti-money laundering laws and regulations; and (d) will not use any part of the proceeds of the Loans, 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.

10.4.2 Payment of Taxes and Liabilities. Pay, and cause each of its Subsidiaries to pay, prior to delinquency, all taxes and other governmental charges against it or any of the Collateral, as well as claims of any kind which, if unpaid, could become a Lien on any of its property; provided that the foregoing shall not require the Company or any of its Subsidiaries to pay any such tax or charge so long as it shall contest the validity thereof in good faith by appropriate proceedings and shall set aside on its books adequate reserves with respect thereto in accordance with GAAP; and, in the case of a claim which could become a Lien on any of the Collateral or any other asset of the Company or any of its Subsidiaries, such contest proceedings shall stay the foreclosure of such Lien or the sale of any portion of any Collateral or other assets of the Company or any other Loan Party to satisfy such claim.

10.5 Maintenance of Existence; Qualifications. Maintain and preserve, and (subject to Section 11.4) cause each of its Subsidiaries to maintain and preserve, (a) its existence and good standing in the jurisdiction of its organization, and (b) its qualification to do business and good standing in each jurisdiction where the nature of its business makes such qualification necessary (in each such case, other than such jurisdictions in which the failure to be qualified or in good standing could not reasonably be expected to have a Material Adverse Effect).

10.6 Use of Proceeds. Use (a) all of the proceeds of the Closing Date Loans solely (i) to fund the ActivePBX Acquisition and the Nexogy Acquisition, (ii) to provide growth capital, and (iii) to pay for transaction fees and expenses; (b) \$3,700,000 of the Delayed Draw Loans, which were deposited into the Company's deposit account at Wells Fargo Bank N.A. (subject to the Control Agreement dated as of the Closing Date), solely to fund the Skynet Acquisition on the Skynet Acquisition Effective Date (subject to Section 6 of the First Amendment); (c) \$500,000 of the Delayed Draw Loans, which were deposited into the Company's deposit account at Wells Fargo Bank N.A. (subject to the Control Agreement dated as of the Closing Date), solely for general corporate and working capital purposes (subject to Section 6 of the First Amendment); (d) \$1,800,000 of the Delayed Draw Loans, which were deposited into the Company's deposit account at Wells Fargo Bank N.A. (subject to the Control Agreement dated as of the Closing Date), solely for professional fees and other fees, costs and expenses with respect to the transactions contemplated by the First Amendment (subject to Section 6 of the First Amendment); and (e) all of the proceeds of Term Loan C solely (i) to fund the Next Level Acquisition, (ii) to provide growth capital, and (iii) to pay for transaction fees and expenses.

10.7 Licenses and Permits. Hold and maintain all licenses and permits from each Governmental Authority necessary to conduct the business operations of each Loan Party, in each case in conformity in all material respects with all applicable laws.

10.8 Environmental Matters. If any release or threatened release or other disposal of Hazardous Substances shall occur or shall have occurred on any real property or any other assets of any Loan Party, the Company shall, or shall cause its applicable Subsidiary, cause the prompt containment and removal of such Hazardous Substances and the remediation of such real property or other assets as necessary to comply with all Environmental Laws and to preserve the value of such real property or other assets for their then current use. Without limiting the generality of the foregoing, the Company shall, and shall cause each of its Subsidiaries to, comply with any Federal or state judicial or administrative order requiring the performance at any real property of any Loan Party of activities in response to the release or threatened release of a Hazardous Substance at any real property of any Loan Party (whether owned or leased). The Company shall, and shall cause each of its Subsidiaries to, dispose of such Hazardous Substances, or of any other wastes, only at licensed disposal facilities operating, to the Company's knowledge, in compliance with Environmental Laws.

10.9 Future Leases; Future Acquisitions of Real Estate. Deliver to the Administrative Agent concurrently with the (i) execution by the Company or any of its Subsidiaries of any contract relating to the purchase or lease by it of real property, an executed copy of such contract or lease, and (ii) closing of the purchase of such real property, or taking of possession of the leased premises, as applicable, (A) a Mortgage on such real property or leasehold estate, (B) a lender's policy of title insurance, issued by a title insurer and in such form and amount and containing such endorsements as shall be satisfactory to the Administrative Agent, (C) a survey of such real property, which survey shall be of a recent enough date and in sufficient detail so as to permit the title insurer issuing such policy to eliminate any survey exceptions to such policy, and (D) such appraisals, environmental assessments, Landlord's Agreements, and other documents and assurances with respect to such real property as the Administrative Agent reasonably may require.

10.10 Further Assurances. Take, and cause each of its Subsidiaries to take, such actions as are necessary or as the Administrative Agent or the Required Lenders reasonably may request from time to time to ensure that the Obligations of the Company and each of its Subsidiaries under the Loan Documents are secured by a fully perfected, first priority Lien on substantially all of the assets of the Company and each domestic Subsidiary as well as all Capital Stock of each domestic Subsidiary and 65% of all Capital Stock of each foreign Subsidiary, and guaranteed by each domestic Subsidiary, and including upon the acquisition or creation thereof, any domestic Subsidiary acquired or created after the Closing Date, in each case as the Administrative Agent may reasonably determine, including (a) the execution and delivery of joinders, guaranties, security agreements, pledge agreements (with respect to foreign Subsidiaries, 65% of all Capital Stock of such foreign Subsidiaries), mortgages, deeds of trust, financing statements and other documents, and the filing or recording of any of the foregoing and (b) the delivery of certificated securities and other Collateral with respect to which perfection is obtained by possession.

10.11 Deposit and Securities Accounts. Each Loan Party shall (a) maintain its deposit, checking and other operating accounts with a banking institution(s) reasonably acceptable to the Administrative Agent, and (b) execute and deliver to the Administrative Agent, and cause each of its Subsidiaries and each bank or other financial institution at which the Company or any Subsidiary maintains a deposit, securities, or other investment account to execute and deliver to the Administrative Agent, Control Agreement(s) covering all such accounts; provided, however, that the Loan Parties listed on Schedule 10.11 shall be permitted to maintain the deposit accounts listed on Schedule 10.11 without Control Agreements in respect thereof so long as the account balances associated with such deposit accounts do not exceed the amounts set forth on Schedule 10.11. Notwithstanding the foregoing, upon the occurrence of an Event of Default or an Unmatured Event of Default, the applicable Loan Party shall immediately cause all monies in any account listed on Schedule 10.11 to be transferred to a deposit account that is subject to a Control Agreement hereunder.

10.12 New Customer Contracts. Use the Company's standard form customer contract for all new business, subject to commercially reasonable modifications thereof so long as such customer contracts (i) remain freely assignable by the Company, and (ii) retain their nature as "take-or-pay" contracts (i.e., as contracts not subject to reduction in the consideration payable to the Company thereunder for any reason, or to early termination by the customer thereunder for any reason, except in either case as a result of *force majeure* events, or to the extent the Company fails to perform its obligations under the contract or, in the case of early termination by the customer thereunder, except to the extent the customer remains obligated to pay the full amount of the consideration payable to the Company thereunder as if such termination had not occurred).

10.13 **Board Observation.** Until the Obligations are Paid in Full, each Loan Party will give the Administrative Agent notice of (in the same manner notice is given to directors, managers, governors or individuals acting in similar capacities), and permit up to two representatives of the Administrative Agent (collectively, the “**Board Observer**”) to attend as an observer (but with no voting rights), each meeting (whether telephonic or in-person) of such Loan Party’s board of directors, board of governors or managers, or other similar governing body, and each executive and other committee meetings thereof; provided, however, in connection with the foregoing, such Loan Party shall provide the Administrative Agent with any and all materials provided to the board of directors (or similar governing body) of such Loan Party with respect to each such meeting, at least 48 hours in advance of such meeting. Notwithstanding the foregoing, neither the Administrative Agent nor any such Board Observer designated shall have the right to receive (A) information directly and exclusively pertaining to strategy, negotiating positions or similar matters relating to the this Agreement (or other related documents or obligations), any refinancing or restructuring of the Obligations, or any other transaction or matter in which the Administrative Agent, Lenders or any of their respective Affiliates is adverse to the Company, (B) any information that would jeopardize or otherwise impair any Loan Party’s attorney-client privilege or (C) any information that would result in the disclosure of trade secrets or a conflict of interest. Neither the Administrative Agent nor any such Board Observer shall be entitled to be present (in-person or telephonically) at that portion of any meeting when any such information is discussed. The reasonable travel expenses incurred by the Board Observer in attending any board or committee meeting held in-person shall be promptly reimbursed by the Loan Parties to the Administrative Agent. Each Loan Party will cause its board of directors (or similar governing body) to meet telephonically or in-person not less often than once per Fiscal Quarter and in-person not less often than once per Fiscal Year. The Administrative Agent may elect, at its option, to have its Board Observer attend each meeting in-person or telephonically. Upon request of the Administrative Agent, the Loan Parties will participate in, and will use reasonable efforts to cause management personnel and their Affiliates to participate in, a meeting with Agent once during each calendar quarter, which meeting shall be held during normal business hours and at such place as may be reasonably requested by Agent or by conference call at the Administrative Agent’s discretion, to discuss, among other things, operating performance, strategy, business issues and any other matters reasonably requested by Agent.

10.14 **Post-Closing Covenants.** The Company shall satisfy each of the following post- closing conditions set forth below within such condition’s prescribed time period; provided that such conditions may be waived and/or time periods extended by the Administrative Agent in its sole discretion:

(a) As soon as practicable and in any event not later than ten (10) Business Days after the Closing Date, the Company shall deliver to the Administrative Agent all certificates and instruments representing or evidencing any certificated Pledged Interests (as defined in the Pledge Agreement), and shall be accompanied by all necessary instruments of transfer or assignment, duly executed in blank;

(b) As soon as practicable and in any event not later than thirty (30) days after the Closing Date, the Company shall obtain Landlord Agreements from the lessor of each leased location set forth on Schedule 10.14(a) and each shall be reasonably satisfactory in form and substance to Administrative Agent;

(c) As soon as practicable and in any event not later than thirty (30) days after the Closing Date, the applicable Loan Party shall have closed each of the deposit accounts listed on Schedule 10.14(b) and shall provide appropriate documentation to Administrative Agent to evidence the foregoing; and

(d) As soon as practicable and in any event not later than thirty (30) Business Days after the Closing Date, the Company shall deliver to the Administrative Agent evidence reasonably satisfactory in form and substance to Administrative Agent that Digerati Networks, Inc., a Texas corporation, has been dissolved.

10.15 Public Company Reporting Compliance. Until all Obligations are Paid in Full, the Parent shall file all reports and other materials required to be filed by Section 13 or 15(d) of the Exchange Act, as applicable. The Parent has made available to the Administrative Agent through the EDGAR system, which is available on www.sec.gov, true and complete copies of each of the Parent's Quarterly maintain full compliance with the reporting requirements of Section 13 or 15(d) of Exchange Act, as applicable and will make available to the Administrative Agent through the EDGAR system, which is available on www.sec.gov, true and complete copies of its SEC Filings. The Parent shall ensure that all of its SEC Filings comply in all material respects with the applicable requirements of the Exchange Act and the rules and regulations thereunder, and to ensure that the SEC Filings do not contain any untrue statement of material facts or omit to state any material facts required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. All reports and statements required to be filed by the Parent in accordance with the terms and conditions of the Securities Act and the Exchange Act shall be timely filed, together with all exhibits required to be filed therewith.

10.16 Nexogy Indemnity Obligation. Contemporaneously with the furnishing of any financial information to Nexogy (or any related seller party under the Nexogy Acquisition Documents) pursuant to the indemnity obligation described in the Twelfth Amendment to the Nexogy Acquisition Agreement dated as of the date hereof (the "Nexogy Indemnity Obligation"), or immediately upon request by the Administrative Agent in its discretion, the Company shall provide the Administrative Agent with such financial information (and any other information requested by the Administrative Agent) to allow the Administrative Agent to verify the Company's compliance with the Nexogy Indemnity Obligation. If (i) the Company receives any payments pursuant to the Nexogy Indemnity Obligation or (ii) the Administrative Agent determines in its sole discretion that the Company is owed payments pursuant to the Nexogy Indemnity Obligation, then as soon as practicable and in any event not later than one (1) Business Day after receipt of any such payments or not later than one (1) Business Day after notice from the Administrative Agent that the Company is owed such payments, as applicable, the Company shall forward such amounts or such owed amounts, as applicable, to a deposit account that is subject to a Control Agreement hereunder (or to such other account as the Administrative Agent may request in writing to the Company).

10.17 PPP Loan Matters.

(a) The Parent and each Loan Party shall use any and all proceeds of the PPP Loan for all proper legal purposes as set forth in the CARES Act and the regulations promulgated by the U.S. Department of the Treasury and the SBA thereunder.

(b) The Parent and each Loan Party shall file all necessary documents with respect to, and to seek forgiveness of the maximum principal amount of the PPP Loan as permitted under the CARES Act and the regulations promulgated thereunder, no later than the last calendar day of the PPP Period, and to provide the Administrative Agent with written evidence of such forgiveness of the PPP Loan reasonably satisfactory to the Administrative Agent. If such forgiveness is not timely obtained, the portion of the principal amount of the PPP Loan that is not forgiven will no longer be disregarded for purposes of compliance with all applicable covenants in this Agreement, including, without limitation, the financial covenants contained in Section 11.12. Any remaining unforgiven principal amount of the PPP Loan will thereafter be unsecured Indebtedness of the Parent or the applicable Loan Party(ies), as applicable, for purposes of compliance with all applicable covenants under this Agreement.

(c) At all times during the PPP Period, the Parent and each Loan Party shall (i) keep detailed records of utilization of the proceeds of the PPP Loan and (ii) from time to time, upon the request of the Administrative Agent, (x) provide a copy of any application for forgiveness of the PPP Loan under Section 1106 of the CARES Act and any determination regarding the acceptance or denial (in whole or part) of the PPP Loan's application for forgiveness, (y) provide copies of any and all such records of the utilization of the proceeds of the PPP Loan, and (z) provide report(s) that track the amount of expenses that are permitted and that are forgivable (in each case, under the terms of the PPP Loan and the CARES Act) versus the aggregate amount of the PPP Loan.

N. ARTICLE XI
NEGATIVE COVENANTS

Until the expiration or termination of the Commitments and thereafter until all Obligations hereunder and under the other Loan Documents are Paid in Full, each Loan Party (and, to the extent applicable, Parent) jointly and severally agrees that, unless at any time the Required Lenders expressly shall consent otherwise in writing, it will:

11.1 Debt. Each Loan Party and the Parent shall not, and not permit any of its Subsidiaries to, create, incur, assume or suffer or permit to exist any Debt, except:

(a) Obligations under this Agreement and the other Loan Documents;

(b) Debt of the Company or any of its Subsidiaries secured by Liens permitted by Section 11.2(e), and extensions, renewals and refinancings thereof; provided that the aggregate amount of all such Debt at any time outstanding shall not exceed \$175,000;

(c) Debt of the Company to any domestic Wholly-Owned Subsidiary or Debt of any domestic Wholly-Owned Subsidiary to the Company or another domestic Wholly-Owned Subsidiary; provided that such Debt shall be evidenced by a demand note in form and substance satisfactory to the Administrative Agent and pledged and delivered to the Administrative Agent pursuant to the Collateral Documents as additional collateral security for the Obligations, and the obligations under such demand note shall be subordinated to the Obligations of the Company hereunder in a manner satisfactory to the Administrative Agent;

(d) Contingent Liabilities arising with respect to customary indemnification obligations in favor of purchasers in connection with dispositions permitted under Section 11.4;

(e) Contingent Liabilities of the Company and/or its Subsidiaries in respect of Debt of the Company or its domestic Wholly-Owned Subsidiaries permitted by this Section 11.1;

- (f) Hedging Obligations approved in writing by the Administrative Agent for bona fide hedging purposes and not for speculation;
- (g) Debt described on Schedule 11.1 and any extension, renewal or refinancing thereof so long as the principal amount thereof is not increased;
- (h) the Debt to be Repaid (so long as such Debt is repaid on the Closing Date with the proceeds of the Loans hereunder);
- (i) the Debt to be assumed in connection with a Convertible Note Offering; and
- (j) Approved Subordinated Debt.

11.2 Future Acquisition Subordinated Debt. Each Loan Party and the Parent shall not, and not permit any of its Subsidiaries to, create, incur, assume or suffer or permit to exist any Subordinated Debt in connection with future acquisitions by the Company or any Subsidiary unless approved by the Administrative Agent in its sole discretion.

11.3 Liens. Each Loan Party and the Parent shall not, and not permit any of its Subsidiaries to, create or suffer or permit to exist any Lien on any of its real or personal properties, assets or rights of whatsoever nature (whether now owned or hereafter acquired), except:

(a) Liens for taxes, fees, assessments or other governmental charges not at the time delinquent or thereafter payable without penalty or being contested in good faith by appropriate proceedings and, in each case, for which it maintains adequate reserves;

(b) Liens arising in the ordinary course of business, such as (i) Liens of carriers, warehousemen, mechanics and materialmen and other similar Liens imposed by law and (ii) Liens in the form of deposits or pledges incurred in connection with worker's compensation, unemployment compensation and other types of social security (excluding Liens arising under ERISA) for sums not overdue or being contested in good faith by appropriate proceedings and not involving any advances or borrowed money or the deferred purchase price of property or services and, in each case, for which it maintains adequate reserves;

(c) Liens described on Schedule 11.2 as of the Closing Date;

(d) attachments, appeal bonds, judgments, and other similar Liens with respect to which no Event of Default would exist, provided the execution or other enforcement of such Liens is effectively stayed and the claims secured thereby are being actively contested in good faith and by appropriate proceedings diligently conducted;

(e) subject to the limitation set forth in Section 11.1(b), (i) Liens arising in connection with Capital Leases (and attaching only to the property being leased), (ii) Liens existing on property at the time of the acquisition thereof by any Loan Party or the Parent (and not created in contemplation of such acquisition), and (iii) Liens that constitute purchase money security interests in an amount not to exceed \$25,000 in the aggregate on any property securing debt incurred for the purpose of financing all or any part of the cost of acquiring such property, provided that any such Lien attaches to such property within 20 days of the acquisition thereof and attaches solely to the property so acquired;

(f) easements, rights of way, restrictions, minor defects or irregularities in title and other similar Liens not interfering in any material respect with the ordinary conduct of the business of any Loan Party or the Parent or which materially reduce the value of the affected property;

(g) Liens granted to the Administrative Agent under or in connection with any Loan Document;

(h) the right of set-off in favor of a bank or other depository institution arising as a matter of law encumbering deposits; and

(i) rights of lessors under leases (including financing statements regarding property subject to lease) not in violation of the requirements of this Agreement and filed as a precautionary filing, provided that such Liens are only in respect of the property subject to, and secure only, the respective lease.

11.4 Restricted Payments. Each Loan Party shall not, and not permit any of its Subsidiaries to, make any Restricted Payments, except:

(a) any Subsidiary may pay dividends or make other distributions to the Company or to a domestic Wholly-Owned Subsidiary, in the ordinary course of business;

(b) Tax Distributions by its Subsidiaries to the Company, and conforming distributions from the Company to its equity holders;

(c) any payment with respect to the earnout obligation pursuant to Section 2.1(iii) of the ActivePBX Acquisition Agreement so long as no Event of Default or Unmatured Event of Default exists or would result from a distribution in respect of such earnout obligation; and

(d) any payment with respect to (i) the earnout obligation pursuant to Section 3.03 of the Skynet Acquisition Agreement and (ii) the contingent payment obligation pursuant to Section 3.04 of the Skynet Acquisition Agreement, each so long as no Event of Default or Unmatured Event of Default exists or would result from a distribution in respect of such earnout obligation or contingent payment obligation and so long as each such payment is at all times subject to the applicable Subordination Agreement; and

(e) any payment with respect to the Adjustable Note and the Convertible Note (each as defined in the Next Level Acquisition Agreement) so long as no Event of Default or Unmatured Event of Default exists or would result from a payment with respect thereto and so long as each such payment is at all times subject to the applicable Subordination Agreement.

For the avoidance of doubt, no Loan Party shall make any Restricted Payments to Parent unless at any time the Required Lenders expressly shall consent otherwise in writing

11.5 Mergers, Consolidations, Sales. Each Loan Party shall not, and not permit any of its Subsidiaries to, (i) be a party to any merger or consolidation, or purchase or otherwise acquire all or substantially all of the assets or any Capital Stock of any class of, or any partnership or joint venture interest in, any other Person, including by way of any divisive merger or the division of a Loan Party into two or more limited liability companies; (ii) sell, transfer, convey or lease all or any substantial part of its assets; (iii) sell or assign with or without recourse any receivables; (iv) issue or sell any Capital Stock; or (v) enter into any agreement for any of the foregoing, except for:

(a) mergers, consolidations, sales, transfers, conveyances, leases or assignments of or by any Wholly-Owned Subsidiary into the Company or into any other domestic Wholly-Owned Subsidiary of the Company any such purchase or other acquisition by the Company or any domestic Wholly-Owned Subsidiary of the assets or Capital Stock of any Wholly-Owned Subsidiary;

(b) Dispositions of inventory, excess equipment, and obsolete equipment in the ordinary course of business;

(c) Dispositions of Cash in the ordinary course of business; and

(d) the Company may issue (i) Permitted Capital Stock pursuant to any employee or director option program, benefit plan, or compensation program (all as permitted by the Administrative Agent in its reasonable discretion), and (ii) Capital Stock pursuant to equity investments in the Company by the Parent in the aggregate amount of up to \$5,000,000 for growth initiatives (as determined by the Administrative Agent in its sole discretion) so long as no Event of Default or Unmatured Event of Default exists, would result absent such issuance, or would result from such issuance.

11.6 Modification of Certain Documents or Organizational Form. Each Loan Party shall not (i) permit its certificate of formation, articles or organization, charter, by-laws or other organizational document or the Equity Documents to be amended or modified in any way, and not permit the certificate of formation, charter, by-laws, or other organizational documents of any of its Subsidiaries to be amended or modified in any way, including any provision regarding any preferred Capital Stock; (ii) change, or allow any of its Subsidiaries to change, its state of formation or its organizational form; or (iii) directly or indirectly become obligated to pay any management or other fees to any of its Affiliates.

11.7 Transactions with Affiliates. Each Loan Party shall not, and not permit any of its Subsidiaries to, enter into, or cause, suffer or permit to exist any transaction, arrangement or contract with any of its other Affiliates either (a) without prior written notice to the Administrative Agent or (b) which is on terms which are less favorable than are reasonably obtainable from any Person which is not one of its Affiliates.

11.8 Inconsistent or Restrictive Agreements. Each Loan Party shall not, and not permit any of its Subsidiaries to, enter into, or be a party to, any agreement containing any provision which would (a) be violated or breached by any borrowing by the Company hereunder or by the performance by any Loan Party of any of its Obligations hereunder or under any other Loan Document, (b) prohibit any Loan Party from granting to the Administrative Agent and the Lenders, a Lien on any of its assets or (c) create or permit to exist or become effective any encumbrance or restriction on the ability of any Loan Party to (i) pay dividends or make other distributions to another Loan Party, or pay any Debt owed to a Loan Party, (ii) make loans or advances to any Loan Party or (iii) transfer any of its assets or properties to any Loan Party, other than (A) restrictions or conditions imposed by any agreement relating to purchase money Debt and Capital Leases permitted by this Agreement if such restrictions or conditions apply only to the property or assets securing such Debt, (B) customary provisions in leases and other contracts restricting the assignment thereof, and (C) agreements entered into by a Loan Party in the ordinary course of business containing customary provisions restricting the assignment of such agreements.

11.9 Business Activities. Each Loan Party shall not, and not permit any of its Subsidiaries to, engage in any line of business other than providing unified communications as-a- service, broadband services and related managed services; provided that the Company shall not engage in any business or activity, or own any assets or properties, other than the ownership of the Capital Stock of its direct and indirect Subsidiaries and related ancillary activities; provided, further that that the Parent shall not engage in any business or activity, or own any assets or properties, other than the ownership of the Capital Stock of its direct and indirect Subsidiaries and related ancillary activities.

11.10 Investments. Each Loan Party shall not, and not permit any of its Subsidiaries to, make or permit to exist, or enter into, or permit any of its Subsidiaries to enter into, any agreement to make, any Investment in any other Person, except the following:

(a) contributions by the Company to the capital of any domestic Wholly- Owned Subsidiary, or by any Subsidiary to the capital of any other domestic Wholly-Owned Subsidiary, so long as the recipient of any such capital contribution has guaranteed the Obligations as required by this Agreement;

(b) to the extent constituting Investments, Debt permitted by Section 11.1;

(c) Contingent Liabilities constituting Debt permitted by Section 11.1 or Liens permitted by Section 11.2;

(d) bank deposits in the ordinary course of business to the extent permitted by this Agreement;

(e) Investments in securities of account debtors received in connection with the settlement of delinquent Accounts in the ordinary course of business or pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of such account debtors (which, if requested by the Administrative Agent or the Required Lenders, the Administrative Agent shall be granted a first priority perfected Lien on such Investments);

(f) loans and advances to employees in the ordinary course of business not to exceed \$25,000 in the aggregate at any time outstanding; and

11.13 Unconditional Purchase Obligations. Each Loan Party shall not, and not permit any of its Subsidiaries to, enter into or be a party to any contract for the purchase of materials, supplies or other property or services if such contract requires that payment be made by it regardless of whether delivery is ever made of such materials, supplies or other property or services.

11.14 Restrictions on Payment of Certain Debt. Each Loan Party shall not, and not permit any of its Subsidiaries to, directly or indirectly, voluntarily purchase, redeem, defease, prepay or repay any principal of, premium, if any, interest or other amount payable in respect of any Debt (other than the Obligations and other than as expressly permitted by this Agreement or the applicable Subordination Agreement with respect to the Approved Subordinated Debt).

11.15 Cancellation of Debt. Each Loan Party shall not, and not permit any of its Subsidiaries to, cancel any claim or debt owing to it, except for reasonable consideration in the ordinary course of business.

11.16 Restrictions on Subsidiaries. Each Loan Party shall not create or acquire any Subsidiaries unless the deliveries required by Section 10.10 are made and simultaneously with the creation or acquisition thereof the Administrative Agent has a first priority perfected Lien on all the Capital Stock of such Subsidiary and on all of such Subsidiary's assets.

11.17 Change of Control. Each Loan Party shall not permit a Change of Control to occur.

ARTICLE XII

O. EFFECTIVENESS; CONDITIONS OF LENDING, ETC.

The obligation of each Lender to make its Loans is subject to the following conditions precedent:

12.1 Initial Credit Extension. The obligation of the Lenders to make the Loans is, in addition to the conditions precedent specified in Section 12.3 and Section 12.4, subject to the conditions precedent that the Administrative Agent shall have received all of the following, each, where applicable, duly executed and dated the Closing Date (or such earlier date as shall be satisfactory to the Administrative Agent), and in form and substance satisfactory to the Administrative Agent (the date on which all such conditions precedent have been satisfied or waived in writing by the Administrative Agent is referred to herein as the "Closing Date"):

12.1.1 This Agreement. This Agreement.

12.1.2 Notes. A Note for each Lender who requests a Note.

12.1.3 Guaranty and Collateral Agreement. A counterpart of the Guaranty and Collateral Agreement executed by the Company and each of its Subsidiaries, together with all items required to be delivered in connection therewith.

12.1.4 IP Security Agreement. A counterpart of the IP Security Agreement executed by the Loan Parties, together with all items required to be delivered in connection therewith.

12.1.5 Pledge Agreements and Certificates. A counterpart of each Pledge Agreement executed by the Company and each other applicable Loan Party, together with all items required to be delivered in connection therewith, including, without limitation, copies of all certificates and instruments representing or evidencing any certificated Pledged Interests (as defined in the Pledge Agreement), and copies of all necessary instruments of transfer or assignment, duly executed in blank.

12.1.6 Collateral Assignment of Acquisition Documents. A counterpart of the Collateral Assignment of Acquisition Documents executed by the Company and the Seller (as defined therein), together with all items required to be delivered in connection therewith.

12.1.7 Warrants. The Warrants.

12.1.8 Control Agreements. Control Agreements covering each deposit, securities, and other investment account maintained by any Loan Party.

12.1.9 Real Estate Documents. With respect to each parcel of real property leased by any Loan Party, a copy of the lease with respect thereto and a Landlord Agreement with respect thereto, as required by the Administrative Agent.

12.1.10 Solvency Certificate. A Solvency Certificate executed by a Senior Officer of the Company in such capacity.

12.1.11 Notice of Borrowing/Disbursement Request. A notice of borrowing/disbursement request requesting the funding of the Loans, including a funds flow statement with respect to the proceeds of the Loans on the Closing Date, and the disbursement of the equity funds, if any, held at the Administrative Agent.

12.1.12 Perfection Certificate. A Perfection Certificate completed and executed by the Company with respect to each Loan Party.

12.1.13 Filings, Registrations and Recordings. The Administrative Agent shall have received each document (including UCC financing statements and intellectual property security agreements) required by the Collateral Documents or under law or reasonably requested by the Administrative Agent to be filed, registered or recorded in order to create in favor of the Administrative Agent, for the benefit of the Lenders, a perfected Lien on the Collateral described therein, prior to any other Liens, in proper form for filing, registration or recording.

12.1.14 Business Insurance. Evidence of the existence of insurance required to be maintained pursuant to Section 10.3(b), together with evidence that the Administrative Agent has been named as an additional insured on all related policies of liability insurance, lender's loss payee on all related policies of casualty insurance, a loss payable endorsement on all related policies of casualty insurance, and a collateral assignment of all policies of business interruption insurance.

12.1.15 Key Man Insurance. Evidence of the existence of the Key Man Life Insurance policy, together with an assignment in favor of the Administrative Agent.

12.1.16 Authorization Documents. For each Loan Party, such Person's (a) charter (or similar formation document), certified by the appropriate Governmental Authority; (b) good standing certificates in its state of incorporation (or formation) and in each other state where it is required to file for authority to do business pursuant to the respective laws of such state; (c) bylaws (or similar governing document); (d) resolutions of its board of directors (or similar governing body) approving and authorizing such Person's execution, delivery and performance of the Loan Documents to which it is party and the transactions contemplated thereby; and (e) signature and incumbency certificates of its officers executing any of the Loan Documents and authorized to submit a Notice of Borrowing (it being understood that the Administrative Agent and each Lender may conclusively rely on each such certificate until formally advised by a like certificate of any changes therein), all certified by an authorized officer as being in full force and effect without modification.

12.1.17 Consents. Certified copies of all documents evidencing any necessary corporate, limited liability or partnership action, consents and governmental approvals (if any) required for the execution, delivery and performance by the Loan Parties of the Loan Documents and the Equity Documents. The Loan Parties shall have obtained all governmental and third-party approvals necessary in connection herewith, the financing contemplated hereby, and the continuing operations of the Loan Parties on terms satisfactory to the Administrative Agent and shall be in full force and effect.

12.1.18 Opinions of Counsel. Opinions of counsel for each Loan Party, including local counsel reasonably requested by the Administrative Agent, and all other opinions issued pursuant to the Related Transactions.

12.1.19 Payment of Fees. Evidence of payment by the Company of all accrued and unpaid fees, costs and expenses to the extent then due and payable on the Closing Date, together with all Attorney Costs of the Administrative Agent and each Lender through the Closing Date, plus such additional amounts of Attorney Costs as shall constitute the Administrative Agent's and each Lender's reasonable estimate of Attorney Costs incurred or to be incurred by the Administrative Agent and each Lender through the closing and any post-closing proceedings (provided that such estimate shall not thereafter preclude final settling of accounts between the Company and the Administrative Agent).

12.1.20 Related Agreements. Copies of the Related Agreements.

12.1.21 Related Transactions. Evidence that the Company has completed, or concurrently with the initial credit extension hereunder will complete, the Related Transactions in accordance with the terms of the Related Agreements (without any amendment thereto or waiver thereunder unless consented to by the Lenders).

12.1.22 Search Results; Debt to be Repaid; Lien Terminations. Certified copies of UCC search reports dated a date reasonably near to the Closing Date, listing all effective financing statements which name any Loan Party (under their present names and any previous names) as debtors, together with (a) copies of such financing statements, (b) a payoff letter from each holder of the Debt to be Repaid, providing for the termination of all agreements relating thereto and the release of all Liens granted in connection therewith, with UCC or other appropriate termination statements and documents effective to evidence the foregoing (other than Liens permitted by Section 11.2) and (c) such other UCC termination statements as the Administrative Agent reasonably may request.

12.1.23 Debt to be Repaid. Evidence that all Debt to be Repaid has been (or concurrently with the initial borrowing will be) paid in full, and that all agreements and instruments governing the Debt to be (or concurrently with the initial borrowing will be) terminated.

12.1.24 Know Your Customer. The Administrative Agent shall have received at least three (3) Business Days prior to the Closing Date all documentation and other information (including, but not limited to, the Company's W-9 (or successor form) required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation, the Patriot Act that has been requested.

12.1.26 Financial Consultant. Evidence that the Company has engaged a financial consultant satisfactory to the Administrative Agent.

12.1.27 Subordination Agreements. A counterpart of each Subordination Agreement executed by the Company (and any applicable Subsidiaries) and the applicable subordinated secured party, together with all items required to be delivered in connection therewith.

12.1.28 Other. Such other documents, certificates or information as the Administrative Agent reasonably may request.

12.2 Delayed Draw Loan Conditions.

12.2.1 Pro-forma compliance with all financial covenants contained in Section 11.12;

12.2.2 the proceeds of such Delayed Draw Loans shall be used solely to finance Permitted Acquisitions together with transaction fees associated therewith, growth Capital Expenditures, and/or other growth initiatives, each as approved by the Administrative Agent in its sole discretion;

12.2.3 the borrowing date of any Delayed Draw Loan shall be no later than May 17, 2022;

12.2.4 the Administrative Agent shall have received a certificate of a Senior Officer of the Company certifying as to all of the foregoing and the matters set forth in Section 12.3; and

12.2.5 the Administrative Agent shall have received an executed Borrowing Notice.

12.3 Other Conditions. The obligation of each Lender to disburse any portion of the Loans is subject to the following further conditions precedent that, both before and after giving effect to any borrowing, the following statements shall be true and correct:

(a) the representations and warranties of each Loan Party set forth in this Agreement and the other Loan Documents shall be true and correct in all respects; and

(b) no Event of Default or Unmatured Event of Default shall have then occurred and be continuing.

12.4 Confirmatory Certificate. If requested by the Administrative Agent or any Lender, the Administrative Agent shall have received (in sufficient counterparts to provide one to each Lender) a certificate dated the date of such requested Loan and signed by a duly authorized representative of the Company as to the matters set out in Section 12.3 (it being understood that each request by the Company for the making of a Loan shall be deemed to constitute a representation and warranty by the Company that the conditions precedent set forth in Section 12.3 will be satisfied at the time of the making of such Loan), together with such other documents as the Administrative Agent or any Lender reasonably may request in support thereof.

ARTICLE XIII

P. EVENTS OF DEFAULT AND THEIR EFFECT.

13.1 Events of Default. Each of the following shall constitute an Event of Default under this Agreement:

13.1.1 Non-Payment of the Loans. The Company shall fail (a) to pay when due the principal of any Loan; or (b) to pay within five (5) days after the same shall become due any interest, fee, or other amount payable by the Company hereunder or under any other Loan Document.

13.1.2 Non-Payment of Other Debt. Any default shall occur under the terms applicable to any Debt of the Parent or any Loan Party individually or in an aggregate amount (for all such Debt so affected and including undrawn committed or available amounts and amounts owing to all creditors under any combined or syndicated credit arrangement) exceeding \$25,000 with respect to any Loan Party or \$250,000 with respect to the Parent, and such default shall (i) consist of the failure to pay such Debt when due, after giving effect to any cure periods in any documents relating to such Debt, whether by acceleration or otherwise, or (ii) permit the holder or holders thereof, or any trustee or agent for such holder or holders, to cause such Debt to become due and payable (or require the Parent or any Loan Party to purchase or redeem such Debt or post cash collateral in respect thereof) prior to its expressed maturity, or (iii) accelerate the maturity, of such Debt.

13.1.3 Other Material Obligations. Following a five (5) Business Day opportunity to cure from the occurrence of the applicable default, any default in the payment when due, or in the performance or observance of, any obligation of, or condition agreed to by, the Parent or any Loan Party with respect to any (i) Material Contract or (ii) other agreement, contract or lease, where such default, singly or in the aggregate with all other such defaults, could reasonably be expected to have a Material Adverse Effect.

13.1.4 Bankruptcy, Insolvency, etc. The Parent or any Loan Party becomes insolvent or generally fails to pay, or admits in writing its inability or refusal to pay, its debts as they become due; or the Parent or any Loan Party applies for, consents to, or acquiesces in the appointment of a trustee, receiver or other custodian for such Loan Party or the Parent (as applicable) or any property thereof, or makes a general assignment for the benefit of creditors; or, in the absence of such application, consent or acquiescence, a trustee, receiver or other custodian is appointed for any Loan Party or the Parent (as applicable) or for a substantial part of the property of any thereof and is not discharged within 45 days; or any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any Debtor Relief Law, or any dissolution or liquidation proceeding, is commenced in respect of the Parent or any Loan Party, and if such case or proceeding is not commenced by such Loan Party or the Parent (as applicable), it is consented to or acquiesced in by such Loan Party or the Parent (as applicable), or remains for 60 days undismissed; or the Parent or any Loan Party takes any action to authorize, or in furtherance of, any of the foregoing.

13.1.5 Non-Compliance with Loan Documents.

(a) Failure by any Loan Party or the Parent (as applicable) to comply with or to perform any covenant set forth in Sections 10.1.1, 10.1.2, 10.1.3 (with respect to maintenance of insurance only), 10.1.4 10.1.6, 10.2, 10.3, 10.6, 10.9, 10.10, 10.11, 10.13, 10.14, 10.16, or ARTICLE XI;

(b) failure by any Loan Party to comply with or to perform any other provision of this Agreement or any other Loan Document (and not constituting an Event of Default under the preceding clause (a) or any other provision of this Article XIII) and continuance of such failure described in this clause (b) for ten (10) consecutive days after the earlier to occur of (i) the date the Company first becomes aware (or should have become aware) of such failure and (ii) the date the Administrative Agent notifies the Company of such failure.

13.1.6 Representations; Warranties. Any representation or warranty made by any Loan Party or Parent (as applicable) herein or any other Loan Document is breached or is or becomes false or misleading in any material respect (without duplication of materiality qualifiers in any such representation or warranty), or any schedule, certificate, financial statement, report, notice or other writing furnished by any Loan Party to the Administrative Agent or any Lender in connection herewith is false or misleading in any material respect (without duplication of materiality qualifiers in any such schedule, certificate, financial statement, report, notice or other writing) on the date as of which the facts therein set forth are stated or certified.

13.1.7 Judgments. (a) any monetary judgment or order (unless covered by insurance without a reservation of rights by the applicable insurer) which exceed \$200,000 individually or in the aggregate shall be rendered against the Parent or any Loan Party and shall not have been paid, discharged or vacated or had execution thereof stayed pending appeal within 30 days after entry or filing of such judgment; and (b) any non-monetary judgment or order that individually or in the aggregate could reasonably be expected to have a Material Adverse Effect shall be rendered against the Parent or any Loan Party and shall not have been discharged or vacated or had execution thereof stayed pending appeal within 30 days after entry or filing of such judgment.

13.1.8 Invalidity of Collateral Documents, etc. Any Collateral Document shall cease to be in full force and effect; or any Loan Party (or any Person by, through or on behalf of any Loan Party) shall contest in any manner the validity, binding nature or enforceability of any Collateral Document.

13.1.9 Guaranty. (a) Any Loan Party or any other Person shall contest in any manner the validity, binding nature or enforceability of any guaranty of the Obligations (including the Guaranty and Collateral Agreement) or shall assert the invalidity or unenforceability of, or deny any liability under, any guaranty of the Obligations (including the Guaranties), or (b) any Loan Party fails to comply with any of the terms or provisions of any guaranty of the Obligations (including the Guaranties), or (c) any representation or warranty of any Loan Party is false in any material respect or any covenant is breached by any Loan Party herein or in any Guaranty of the Obligations (including the Guaranties).

13.1.10 Invalidity of Subordination Provisions, etc. Any subordination provision in any document or instrument governing Subordinated Debt, or any subordination provision in any guaranty by any Subsidiary of any Subordinated Debt, shall cease to be in full force and effect except as a result of a payment in full of the applicable Subordinated Debt in compliance with the applicable subordination provisions, or any Loan Party or any other Person (including the holder of any applicable Subordinated Debt) shall contest in any manner the validity, binding nature or enforceability of any such provision.

13.1.11 Payment of Subordinated Debt. Any Loan Party shall make a payment in respect of any Subordinated Debt unless expressly permitted by this Agreement or the applicable Subordination Agreement.

13.1.12 Change of Control. A Change of Control shall occur.

13.1.13 Key Executives. Any of the Key Executives (or any replacement in accordance with this Section 13.1.12) (a) is indicted or convicted of a felony, (b) charged under any law that could reasonably be expected to lead to forfeiture of any material portion of the Collateral, or (c) unless replaced by the Company within 120 days by a successor reasonably satisfactory to the Administrative Agent, ceases to devote his or her full business time and efforts to the business of the Loan Parties, or dies, suffers any illness, injury, or other disability which has caused (or which the Administrative Agent in its reasonable discretion determines imminently will cause) him or her to be incapacitated or unable to act competently on his or her own behalf.

13.1.14 Restraint of Business. Any Loan Party or any Subsidiary thereof shall be enjoined, restrained, or in any way prevented by court order from continuing to conduct all or any material part of the business affairs of the Company and its Subsidiaries as conducted on the date of this agreement, taken as a whole.

13.1.15 Parent Warrant Affirmation. Parent fails to issue the Common Stock (as defined in the Warrant) on the terms and subject to the conditions set forth in the Warrant.

13.1.16 ERISA. An ERISA Event shall have occurred that, in the opinion of the Administrative Agent, when taken together with other ERISA Events that have occurred, could reasonably be expected to result in liability to the Company or Subsidiaries in an aggregate amount exceeding \$150,000.

13.1.17 Material Adverse Effect. The occurrence of any event or circumstance which could reasonably be expected to have a Material Adverse Effect.

13.1.19 Licenses. Any license or permit necessary for or material to the operation of any Loan Parties' business as conducted on the date of this Agreement is terminated or revoked by a non-appealable decision of a Governmental Authority.

13.1.20 Reports. Any report, certificate, financial statement or other instrument furnished by any Loan Party to the Administrative Agent in writing is false in any material respect when so furnished, provided, however, that such report, certificate, financial statement or other instrument that is false due solely to a commercially reasonable mistake of the Loan Parties shall not be an Event of Default hereunder and the Loan Parties shall have five (5) Business Days opportunity to cure following notice from the Administrative Agent.

13.2 Effect of Event of Default. If any Event of Default described in Section 13.1.4 shall occur in respect of the Company (regardless as to whether the time periods specified therein shall have expired), the Commitments shall immediately terminate and the Loans and all other Obligations hereunder shall become immediately due and payable, all without presentment, demand, protest or notice of any kind; and, if any other Event of Default shall occur and be continuing, the Administrative Agent may (and, upon the written request of the Required Lenders shall) declare the Commitments to be terminated in whole or in part and/or declare all or any part of the Loans and all other Obligations hereunder to be due and payable, whereupon the Commitments shall immediately terminate (or be reduced, as applicable) and/or the Loans and other Obligations hereunder shall become immediately due and payable (in whole or in part, as applicable), all without presentment, demand, protest or notice of any kind. If practical, the Administrative Agent shall use its reasonable efforts to promptly advise the Company of any such declaration, but failure to do so shall not impair the effect of such declaration nor result in liability of any kind or nature to the Administrative Agent and the Lenders. If an Event of Default shall occur and be continuing, the Administrative Agent, on behalf of the Lenders, may exercise, in addition to all other rights and remedies against the Company and each other Loan Party granted to them in this Agreement, the other Loan Documents and in any other instrument or agreement securing, evidencing or relating to the Obligations, and all rights and remedies of a creditor under any applicable law or at equity.

13.3 Right to Appointment of Receiver. Without limiting any other rights, options and remedies the Administrative Agent and the Lenders have under the Loan Documents, the UCC, at law or in equity, if an Event of Default shall occur and be continuing, the Administrative Agent, on behalf of the Lenders, shall have the right to apply for and have a receiver appointed by a court of competent jurisdiction in any action taken by the Administrative Agent to enforce its and the Lenders' rights and remedies in order to manage, protect and preserve the Collateral, to sell or dispose of the Collateral, to continue the operation of the businesses of the Company and its Subsidiaries and to collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership including the compensation of the receiver and to the payments as aforesaid until a sale or other disposition of the Collateral shall be finally made and consummated. The Company, for itself and on behalf of its Subsidiaries, hereby irrevocably consents to, and waives any right to object to or otherwise contest, the appointment of, a receiver as provided above. Each of the Company and the other Loan Parties (i) grants such waiver and consent knowingly after having discussed the implications thereof with counsel, (ii) acknowledges that (A) the uncontested right to have a receiver appointed for the foregoing purposes is considered essential by the Administrative Agent and the Lenders in connection with the enforcement of their rights and remedies hereunder and under the other Loan Documents and (B) the availability of such appointment as a remedy under the foregoing circumstances was a material factor in inducing the Lenders to make the Loans to the Company, and (iii) agrees to enter into any and all stipulations in any legal actions, or agreements or other instruments required or reasonably appropriate in connection with the foregoing, and to cooperate fully with the Administrative Agent and the Lenders in connection with the assumption and exercise of control by any receiver over all or any portion of the Collateral.

13.4 Cooperation in Event of Default. If any Event of Default shall occur and be continuing, in addition to the acceleration and other provisions set forth in this Article XIII, the Company shall, and shall cause each of its Subsidiaries to, take any action that the Administrative Agent, for the benefit of itself and the Lenders, may request in order to enable the Administrative Agent to obtain and enjoy the full rights and benefits granted to Agent hereunder. The Company shall not, and shall not permit any of its Subsidiaries to, resist or interfere with any action taken by the Administrative Agent in accordance with this Article XIII. In furtherance (and not in limitation) of the foregoing, the Company hereby (a) grants to the Administrative Agent, for the benefit of the Lender, after the occurrence and during the continuance of an Event of Default, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Company or any of its Subsidiaries) to use, assign, license or sublicense any intellectual property, now owned or hereafter acquired by the Company or any of its Subsidiaries, and wherever the same may be located, including in such license reasonable access as to all media in which any of the licensed items may be recorded or stored and to all computer programs and used for the compilation or printout thereof; and (b) agrees to prepare, sign and file with any applicable Governmental Authority or any other Person the assignor's or transferor's portion of any application or applications for consent to the assignment of or transfer of control over any of the Loan Parties' licenses and/or permits necessary or appropriate for approval by any person or Governmental Authority of any sale, assignment or transfer to the Administrative Agent or any other Person of such licenses.

13.5 Setoff. The Company agrees for itself and each of its Subsidiaries that the Administrative Agent and each Lender and Lenders may have all rights of set-off and bankers' lien provided by applicable law. If an Event of Default shall have occurred and be continuing, the Administrative Agent, each Lender, and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency), including the Obligations, at any time owing by the Administrative Agent, such Lender, or any such Affiliate to or for the credit or the account of the Company or any of its Subsidiaries against any and all of the obligations of the Company or such Subsidiary now or hereafter existing under this Agreement or any other Loan Document to the Administrative Agent or such Lender whether or not then due, irrespective of whether or not the Administrative Agent or such Lender shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Company or such Subsidiary may be contingent or unmatured. The rights of the Administrative Agent, each Lender, and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that the Administrative Agent, such Lender, or their respective Affiliates may have. If practical, the Administrative Agent and each Lender agrees to use reasonable efforts to notify the Company and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

13.6 Sharing of Payments. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or other obligations hereunder resulting in such Lender's receiving payment of a proportion of the aggregate amount of its Loans and accrued interest thereon or other such obligations greater than its pro rata share thereof as provided herein, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Loans and such other obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them, provided that:

(a) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(b) the provisions of this Section 13.6 shall not be construed to apply to (x) any payment made by the Company pursuant to and in accordance with the express terms of this Agreement or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant, other than to the Company or any Subsidiary thereof (as to which the provisions of this Subsection shall apply).

The Company for itself and each other Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Company and each other Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Company and each other Loan Party in the amount of such participation.

Q. ARTICLE XIV THE AGENT

14.1 Appointment and Authorization. Each of the Lenders hereby irrevocably appoints Post Road Administrative LLC to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article XIV are solely for the benefit of the Administrative Agent and the Lenders, and neither the Company nor any other Loan Party shall have rights as a third-party beneficiary of any of such provisions. It is understood and agreed that the use of the term "agent" herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

14.2 Rights as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for, and generally engage in any kind of business with, the Company or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

14.3 Exculpatory Provisions.

(a) The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent:

(i) shall not be subject to any fiduciary or other implied duties, regardless of whether an Event of Default has occurred and is continuing;

(ii) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Lender in violation of any Debtor Relief Law; and

(iii) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Company or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity.

(b) The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 13.2, 13.3, and 15.1), or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent in writing by the Company or a Lender.

(c) The Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in Article XII or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

14.4 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. The Administrative Agent may consult with legal counsel (who may be counsel for the Company), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

14.5 Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub agents appointed by the Administrative Agent. Any such sub agent acts as a non-fiduciary agent of the Administrative Agent. The Company agrees to pay to the Servicer, if any, any fee agreed upon pursuant to Section 4.2. The Administrative 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 Affiliates. The exculpatory provisions of this Article XIV shall apply to any such sub agent and to the Related Parties of the Administrative Agent and any such sub agent, and shall apply to their respective activities in connection with the syndication of the Loans as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub agents except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub agents.

14.6 Resignation of Administrative Agent.

(a) The Administrative Agent may at any time give notice of its resignation to the Lenders and the Company. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Company, to appoint a successor. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "Resignation Effective Date"), then the retiring Administrative Agent may (but shall not be obligated to), on behalf of the Lenders, appoint a successor Administrative Agent. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) With effect from the Resignation Effective Date (i) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders under any of the Loan Documents, the retiring or removed Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (ii) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time, if any, as the Required Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor's appointment as the Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring or removed Administrative Agent, and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents. The fees payable by the Company to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Company and such successor. After the retiring or removed Administrative Agent's resignation or removal hereunder and under the other Loan Documents, the provisions of this Article XIV and Sections 15.5 and 15.15 shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring or removed Administrative Agent was acting as the Administrative Agent.

14.7 Non-Reliance on Administrative Agent and Other Lenders. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

14.8 No Other Duties. Anything herein to the contrary notwithstanding, no Person identified on the facing page or signature pages of this Agreement as a "syndication agent," "documentation agent," "co-agent," "book manager," "lead manager," "arranger," "lead arranger" or "co-arranger," if any, shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent or a Lender hereunder.

14.9 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law, the Administrative Agent (irrespective of whether the principal of any Loan then shall be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Company) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Article IV and Sections 15.5 and 15.15) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same; and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Article IV and Sections 15.5 and 15.15.

14.10 Indemnification. Whether or not the transactions contemplated hereby are consummated, each Lender shall indemnify upon demand the Administrative Agent and its directors, officers, employees and agents (to the extent not reimbursed by or on behalf of the Company and without limiting the obligation of the Company to do so), according to its applicable Pro Rata Share, from and against any and all Indemnified Liabilities (as hereinafter defined); provided that no Lender shall be liable for any payment to any such Person of any portion of the Indemnified Liabilities to the extent determined by a final, nonappealable judgment of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Administrative Agent or any sub agent. No action taken in accordance with the directions of the Required Lenders shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section. Without limitation of the foregoing, each Lender shall reimburse the Administrative Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including Attorney Costs and Taxes) incurred by the Administrative 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, any other Loan Document, or any document contemplated by or referred to herein, to the extent that the Administrative Agent is not reimbursed promptly for such expenses by or on behalf of the Company. The undertaking in this Section shall survive repayment of the Loans, cancellation of the Notes, any foreclosure under any of the Loan Documents, or any modification, release or discharge of, any or all of the Loan Documents, termination of this Agreement and the resignation or replacement of the Administrative Agent.

14.11 Collateral Matters.

(a) The Lenders irrevocably authorize the Administrative Agent, at its option and in its discretion:

(i) to release any Lien on any property granted to or held by the Administrative Agent under any Loan Document (i) upon termination of all Commitments and payment in full of all Obligations (other than contingent indemnification obligations), (ii) that is sold or otherwise disposed of or to be sold or otherwise disposed of as part of or in connection with any sale or other disposition permitted under the Loan Documents, or (iii) subject to Section 15.1, if approved, authorized or ratified in writing by the Required Lenders;

(ii) to subordinate any Lien on any property granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 11.2(d); and

(iii) to release any Guarantor from its obligations under the Guaranty if such Person ceases to be a Subsidiary as a result of a transaction permitted under the Loan Documents.

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under the Guaranty pursuant to this Section 14.11.

(b) The Administrative Agent shall not be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Administrative Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Administrative Agent be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral.

R. ARTICLE XV GENERAL

15.1 Waiver; Amendments. No delay on the part of the Administrative Agent or any Lender in the exercise of any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise by any of them of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy. No amendment, modification or waiver of, or consent with respect to, any provision of this Agreement or the other Loan Documents shall in any event be effective unless the same shall be in writing and acknowledged by the Company and the Lenders having an aggregate Pro Rata Shares of not less than the aggregate Pro Rata Shares expressly designated herein with respect thereto or, in the absence of such designation as to any provision of this Agreement, by the Company and the Required Lenders, and then any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No amendment, modification, waiver or consent shall (a) extend or increase the Commitment of any Lender without the written consent of such Lender; (b) extend the date scheduled for payment of any principal (excluding voluntary or mandatory prepayments) of, or interest on, the Loans, or any fees payable hereunder without the written consent of each Lender directly affected thereby; (c) reduce the principal amount of any Loan (excluding voluntary or mandatory prepayments), the rate of interest thereon or any fees payable hereunder, without the consent of each Lender directly affected thereby; or (d) release any party from its obligations under the Guaranty and Collateral Agreement or all or any substantial part of the Collateral granted under the Collateral Documents, change the definition of Required Lenders, any provision of this Section 15.1 or reduce the aggregate Pro Rata Share required to effect an amendment, modification, waiver or consent, without, in each case set forth in this clause (d), the written consent of all Lenders. No provision of Section 6.2 with respect to the timing or application of mandatory prepayments of the Loans shall be amended, modified or waived without the consent of the Required Lenders and the Company. No provision of Article XIV or other provision of this Agreement affecting the Administrative Agent in its capacity as such shall be amended, modified or waived without the consent of the Administrative Agent. The Administrative Agent shall receive copies of all amendments, modifications and waivers of, or consents with respect to, any provision of this Agreement or the other Loan Documents.

15.2 Confirmations. The Company and each holder of a Note agree from time to time, upon written request received by it from the other, to confirm to the other in writing (with a copy of each such confirmation to the Administrative Agent) the aggregate unpaid principal amount of the Loans then outstanding under such Note.

15.3 Notices. All notices hereunder shall be in writing (including e-mail and facsimile transmission) and shall be sent to the applicable party at its address shown on Annex B or at such other address as such party may, by written notice received by the other parties, have designated as its address for such purpose. Notices sent by e-mail shall be deemed to have been given on the next Business Day after being sent; notices sent by facsimile transmission shall be deemed to have been given when sent if a confirming notice is also sent by overnight courier; notices served in person, upon acceptance or refusal of delivery; notices sent by mail shall be deemed to have been given three (3) Business Days after the date when sent by registered or certified mail, postage prepaid; and notices sent by overnight courier service shall be deemed to have been given on the first (1st) Business Day following the day such notice is delivered to such carrier. Any notice properly given hereunder but the delivery thereof is refused by the recipient, shall be deemed to have been properly given and received.

15.4 Costs, Expenses and Taxes. The Company agrees to pay on demand all reasonable out-of-pocket fees, costs and expenses of the Administrative Agent and the Lenders (including Attorney Costs and, if required hereunder, any Taxes) and its Related Parties in connection with the preparation, execution, syndication, delivery and administration (including perfection and protection of any of the Collateral and the costs of Firmex (or other similar service), if applicable) of this Agreement, the other Loan Documents and all other documents provided for herein or delivered or to be delivered hereunder or in connection herewith (including any amendment, supplement or waiver to any Loan Document), whether or not the transactions contemplated hereby or thereby shall be consummated, and all out-of-pocket fees, costs and expenses (including Attorney Costs and, if required hereunder, any Taxes) incurred by the Administrative Agent and the Lenders and from an Event of Default which remains uncured, as further delineated in Article XIII, and in connection with the collection of the Obligations or the enforcement of this Agreement, the other Loan Documents or any such other documents or during any workout, restructuring or negotiations in respect thereof or any exercise of any rights or remedies hereunder or under the other Loan Documents. In addition, the Company agrees to pay, and to save the Administrative Agent and the Lenders harmless from all liability for, any fees of the Company's auditors or examiners in connection with any reasonable exercise by the Administrative Agent and the Lenders of their rights pursuant to Section 10.2. All Obligations provided for in this Section 15.4 shall survive repayment of the Loans and termination of this Agreement.

15.5 Successors and Assigns.

15.5.1 Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither the Company nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder or under any of the other Loan Documents without the prior written consent of the Administrative Agent and each Lender, and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Assignee in accordance with the provisions of Section 15.5.2, (ii) to a Participant by way of participation in accordance with the provisions of Section 15.5.4, or (iii) by way of pledge or assignment of a security interest subject to the restrictions of Section 15.5.6 (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in Section 15.5.4 and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

15.5.2 Assignments by Lenders. Any Lender may at any time assign to one or more Persons (each, an “Assignee”) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it); provided that (in each case with respect to any Loan) any such assignment shall be subject to the following conditions:

(a) 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 (in each case with respect to any Loan) or contemporaneous assignments to related Approved Funds that equal at least \$1,000,000 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 paragraph (a)(i) of this Section 15.5.2, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the applicable Commitment is not then in effect, the outstanding principal balance of the Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if “Trade Date” is specified in the Assignment and Assumption, as of the Trade Date) shall not be less than \$1,000,000 unless the Administrative Agent otherwise consents.

(b) 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.

(c) Required Consents. No consent shall be required for any assignment except to the extent required by paragraph (a)(ii) of this Section 15.5.2 and, in addition, the consent of the Administrative Agent shall be required for assignments in respect of (i) any unfunded Commitments if such assignment is to a Person that is not a Lender with a Commitment, an Affiliate of such Lender or an Approved Fund with respect to such Lender, or (ii) any Loans to a Person who is not a Lender, an Affiliate of a Lender or an Approved Fund.

(d) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an assignment and assumption substantially in the form of Exhibit E or any other form approved by the Administrative Agent (an “Assignment and Assumption”), together with (i) an administrative questionnaire in the form prescribed by the Administrative Agent and/or the Servicer, (ii) such “know-your-customer” documents as may be required by the Administrative Agent and/or the Servicer and (iii) a processing and recordation fee of \$3,500, which fee shall be payable by the assigning Lender, except for in the case when the Company has requested to replace a Lender, then such fee shall be payable by the Company; provided that the Administrative 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 the Administrative Agent an administrative questionnaire containing such information and payment details with respect to the Assignee as the Administrative Agent reasonably may request.

(e) No Assignment to Certain Persons. No such assignment shall be made to the Company or any of the Company’s Affiliates or Subsidiaries.

(f) No Assignment to Natural Persons. No such assignment shall be made to a natural Person.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to Section 15.5.3, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender’s rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 8.1, 15.5, 15.14, 15.15, 15.16, and 15.17 with respect to facts and circumstances occurring prior to the effective date of such assignment. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 15.5.4.

15.5.3 Register. The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Company, shall maintain at one of its offices in Stamford, Connecticut (or, in the event a Servicer is appointed by the Administrative Agent, the Servicer shall maintain at one of its offices), a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts 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 the Company, the Administrative Agent and the 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 the Company and any Lender, at any reasonable time and from time to time upon reasonable prior written notice.

15.5.4 Participations. Any Lender may at any time, without the consent of, or notice to, the Company or the Administrative Agent, sell participations to any Person (other than a natural Person or the Company or any of the Company’s Affiliates or Subsidiaries) (each, a “Participant”) in all or a portion of such Lender’s rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender’s obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and (iii) the Company, the Administrative Agent, and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under Section 14.10 with respect to any payments made by such Lender to its Participant(s). Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the third sentence of Section 15.3 that affects such Participant. The Company agrees that each Participant shall be entitled to the benefits of Section 8.1 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 15.5.2; provided that such Participant agrees to be subject to the provisions of Section 8.2 as if it were an Assignee under Section 15.5.2. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 7.5 as though it were a Lender; provided that such Participant agrees to be subject to Section 7.4 as though it were a Lender.

15.5.5 Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Sections 7.6 and 8.1 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Company’s prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 7.6 unless the Company is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Company, to comply with Section 7.6.5 as though it were a Lender.

15.5.6 Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

15.6 Governing Law. This Agreement and the other Loan Documents and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Loan Document (except, as to any other Loan Document, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

15.7 Confidentiality. Each of the Administrative Agent and the Lenders agree to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential); (b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners); (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process; (d) to any other party hereto; (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder; (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any Assignee of or Participant in, or any prospective Assignee of or Participant in, any of its rights and obligations under this Agreement, or (ii) any actual or prospective party (or its Related Parties) to any swap, derivative or other transaction under which payments are to be made by reference to the Company and its obligations, this Agreement or payments hereunder; (g) on a confidential basis to (i) any rating agency in connection with rating the Company or its Subsidiaries or (ii) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers with respect to the Loans; (h) with the consent of the Company; or (i) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section, or (y) becomes available to the Administrative Agent, any Lender, or any of their respective Affiliates on a nonconfidential basis from a source other than the Company. Notwithstanding the foregoing, the Company consents to the publication by the Administrative Agent or any Lender of a tombstone or similar advertising material relating to the financing transactions contemplated by this Agreement, and the Administrative Agent reserves the right to provide to industry trade organizations information necessary and customary for inclusion in league table measurements. The Administrative Agent shall have the right to share any documents and information it receives from or concerning the Loan Parties with the Lenders and their Related Parties.

For purposes of this Section, "Information" means all information received from the Company or any of its Subsidiaries relating to the Company or any of its Subsidiaries or any of their respective businesses, other than any such information that is available to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by the Company or any of its Subsidiaries; provided that, in the case of information received from the Company or any of its Subsidiaries after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

15.8 Severability. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

15.9 Nature of Remedies. All Obligations of the Company and rights of the Administrative Agent and the Lenders expressed herein or in any other Loan Document shall be in addition to and not in limitation of those provided by applicable law. No failure to exercise and no delay in exercising, on the part of the Administrative Agent or any Lender, any right, remedy, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15.10 Entire Agreement. This Agreement, together with the other Loan Documents, embodies the entire agreement and understanding among the parties hereto and supersedes all prior or contemporaneous agreements and understandings of such Persons, verbal or written, relating to the subject matter hereof and thereof (except as relates to the fees described in Section 4.1) and any prior arrangements made with respect to the payment by the Company of (or any indemnification for) any fees, costs or expenses payable to or incurred (or to be incurred) by or on behalf of the Administrative Agent or the Lenders. Acceptance of or acquiescence in a course of performance or course of dealing rendered or taken under or with respect to this Agreement or the other Loan Documents will not be relevant to determine the meaning of this Agreement or the other Loan Documents even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

15.11 Counterparts; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Except as provided in Article XII, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

15.12 Captions. Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

15.13 Customer Identification - USA Patriot Act Notice. Each Lender (for itself and not on behalf of any other party) hereby notifies the Loan Parties that, pursuant to the requirements of the USA Patriot Act, Title III of Pub. L. 107-56, signed into law October 26, 2001 (the "Act"), it is required to obtain, verify and record information that identifies the Loan Parties, which information includes the name and address of the Loan Parties and other information that will allow such Lender to identify the Loan Parties in accordance with the Act.

15.14 INDEMNIFICATION BY THE COMPANY. IN CONSIDERATION OF THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY THE ADMINISTRATIVE AGENT AND THE LENDERS AND THE AGREEMENT TO EXTEND THE COMMITMENTS PROVIDED HEREUNDER, THE COMPANY AND THE OTHER LOAN PARTIES SHALL JOINTLY AND SEVERALLY INDEMNIFY, EXONERATE AND HOLD THE ADMINISTRATIVE AGENT, EACH LENDER AND EACH OF THE OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS OF THE ADMINISTRATIVE AGENT, EACH LENDER, AND EACH OF THEIR RELATED PARTIES (EACH A “LENDER PARTY”) FREE AND HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, CAUSES OF ACTION, SUITS, LOSSES, LIABILITIES, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEY COSTS, INCLUDING ALL TAXES (UNLESS EXPRESSLY SET FORTH IN THIS AGREEMENT AS NOT BEING THE RESPONSIBILITY OF THE COMPANY INCLUDING EXCLUDED TAXES) (COLLECTIVELY, THE “INDEMNIFIED LIABILITIES”), INCURRED BY THE LENDER PARTIES OR ANY OF THEM AS A RESULT OF, OR ARISING OUT OF, OR RELATING TO (A) ANY TENDER OFFER, MERGER, PURCHASE OF CAPITAL STOCK, PURCHASE OF ASSETS INCLUDING ANY SIMILAR TRANSACTION FINANCED OR PROPOSED TO BE FINANCED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, WITH THE PROCEEDS OF ANY OF THE LOANS, (B) THE USE, HANDLING, RELEASE, EMISSION, DISCHARGE, TRANSPORTATION, STORAGE, TREATMENT OR DISPOSAL OF ANY HAZARDOUS SUBSTANCE AT ANY PROPERTY OWNED OR LEASED BY ANY LOAN PARTY, (C) ANY VIOLATION OF ANY ENVIRONMENTAL LAWS WITH RESPECT TO CONDITIONS AT ANY PROPERTY OWNED OR LEASED BY ANY LOAN PARTY OR THE OPERATIONS CONDUCTED THEREON, (D) THE INVESTIGATION, CLEANUP OR REMEDIATION OF OFFSITE LOCATIONS AT WHICH ANY LOAN PARTY OR THEIR RESPECTIVE PREDECESSORS ARE ALLEGED TO HAVE DIRECTLY OR INDIRECTLY DISPOSED OF HAZARDOUS SUBSTANCES OR (E) THE EXECUTION, DELIVERY, PERFORMANCE OR ENFORCEMENT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT BY ANY OF THE LENDER PARTIES, EXCEPT FOR ANY SUCH INDEMNIFIED LIABILITIES ARISING ON ACCOUNT OF THE APPLICABLE LENDER PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS DETERMINED BY A FINAL, NONAPPEALABLE JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IF AND TO THE EXTENT THAT THE FOREGOING UNDERTAKING MAY BE UNENFORCEABLE FOR ANY REASON, THE COMPANY AND EACH OTHER LOAN PARTY HEREBY AGREES TO MAKE THE MAXIMUM CONTRIBUTION TO THE PAYMENT AND SATISFACTION OF EACH OF THE INDEMNIFIED LIABILITIES WHICH IS ENFORCEABLE UNDER APPLICABLE LAW. ALL OBLIGATIONS PROVIDED FOR IN THIS SECTION 15.14 SHALL SURVIVE REPAYMENT OF THE LOANS, CANCELLATION OF THE NOTES, ANY FORECLOSURE UNDER, OR ANY MODIFICATION, RELEASE OR DISCHARGE OF, ANY OR ALL OF THE COLLATERAL DOCUMENTS AND TERMINATION OF THIS AGREEMENT.

15.15 Nonliability of Lenders. The relationship between the Company on the one hand and the Lenders and the Administrative Agent on the other hand shall be solely that of borrower and lender (except to the extent expressly set forth in Section 15.14). Neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to any Loan Party arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Loan Parties, on the one hand, and the Administrative Agent and the Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor. Neither the Administrative Agent nor any Lender undertakes any responsibility to any Loan Party to review or inform any Loan Party of any matter in connection with any phase of any Loan Party’s business or operations. The Company agrees, on behalf of itself and each other Loan Party, that neither the Administrative Agent nor any Lender shall have liability to any Loan Party (whether sounding in tort, contract or otherwise) for losses suffered by any Loan Party in connection with, arising out of, or in any way related to the transactions contemplated and the relationship established by the Loan Documents, or any act, omission or event occurring in connection therewith, unless it is determined in a final non-appealable judgment by a court of competent jurisdiction that such losses resulted from the gross negligence or willful misconduct of the party from which recovery is sought. **NO LENDER PARTY SHALL BE LIABLE FOR ANY DAMAGES ARISING FROM THE USE BY OTHERS OF ANY INFORMATION OR OTHER MATERIALS OBTAINED THROUGH FIRMEX OR OTHER SIMILAR INFORMATION TRANSMISSION SYSTEMS IN CONNECTION WITH THIS AGREEMENT, NOR SHALL ANY LENDER PARTY HAVE ANY LIABILITY WITH RESPECT TO, AND THE COMPANY ON BEHALF OF ITSELF AND EACH OTHER LOAN PARTY, HEREBY WAIVES, RELEASES AND AGREES NOT TO SUE FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR ARISING OUT OF ITS ACTIVITIES IN CONNECTION HERewith OR THEREWITH (WHETHER BEFORE OR AFTER THE CLOSING DATE).** The Company acknowledges that it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party. No joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Loan Parties and the Lenders.

15.16 Jurisdiction. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF NEW YORK COUNTY, THE STATE OF NEW YORK, OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK; OR, IF THE ADMINISTRATIVE AGENT INITIATES SUCH ACTION, IN ADDITION TO THE FOREGOING COURTS, ANY COURT IN WHICH THE ADMINISTRATIVE AGENT SHALL INITIATE OR TO WHICH THE ADMINISTRATIVE AGENT SHALL REMOVE SUCH ACTION, TO THE EXTENT SUCH COURT OTHERWISE HAS JURISDICTION. EACH LOAN PARTY HEREBY EXPRESSLY AND IRREVOCABLY CONSENTS AND SUBMITS IN ADVANCE TO THE JURISDICTION OF SUCH COURTS IN ANY ACTION OR PROCEEDING COMMENCED IN OR REMOVED BY THE ADMINISTRATIVE AGENT TO ANY OF SUCH COURTS, HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND HEREBY AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO SUCH LOAN PARTY AT THE ADDRESS SET FORTH IN SECTION 15.3. EACH LOAN PARTY WAIVES ANY CLAIM THAT ANY COURT HAVING SITUS IN NEW YORK COUNTY, NEW YORK, IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. SHOULD ANY LOAN PARTY, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE PERIOD OF TIME PRESCRIBED BY LAW AFTER THE MAILING THEREOF, SUCH LOAN PARTY SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY THE ADMINISTRATIVE AGENT AGAINST SUCH LOAN PARTY AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR THE LOAN PARTIES SET FORTH IN THIS SECTION 15.16 SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT, BY THE ADMINISTRATIVE AGENT, OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING, BY THE ADMINISTRATIVE AGENT, OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND EACH LOAN PARTY HEREBY IRREVOCABLY WAIVES THE RIGHT TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

15.17 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 15.17.

15.18 Convertible Note Offering. The Company, the Parent and the Administrative Agent agree to discuss mechanisms to pay down or repay in full the Debt incurred by Parent pursuant to the Convertible Note Offering, subject in all respects to the Administrative Agent's discretion.

15.19 Parent Acknowledgment and Consent. Parent acknowledges and agrees that it will be bound by the terms of Sections 6.3, 9.29, 9.30, 9.31, 9.32, 10.15, 10.17, 11.1, 11.2, 11.3, 11.5, 11.9, 11.17, 13.1.2, 13.1.15 and 15.18 of this Agreement and will comply with such terms insofar as such terms are applicable to the Parent.

[remainder of this page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first set forth above.

S. COMPANY:

T3 COMMUNICATIONS, INC.,
a Nevada corporation

By: _____
Name: _____
Title: _____

Signature Page to Credit Agreement

T. GUARANTORS:

T3 COMMUNICATIONS, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

SHIFT8 NETWORKS, INC.,
a Texas Corporation

By: _____
Name: _____
Title: _____

Prior to the consummation of the Nexogy Acquisition:

NEXOBY ACQUISITION, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

Signature Page to Credit Agreement

Upon consummation of the Nexogy Acquisition:

NEXOZY ACQUISITION, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

NEXT LEVEL INTERNET, INC.,
a California corporation

By: _____
Name: _____
Title: _____

Signature Page to Credit Agreement

U. ADMINISTRATIVE AGENT:

POST ROAD ADMINISTRATIVE LLC, as the Administrative Agent

By: _____
Name: Michael Bogdan
Title: Authorized Signatory

V. LENDER:

POST ROAD SPECIAL OPPORTUNITY FUND II LP, a Delaware limited partnership

By: _____
Name: Michael Bogdan
Title: Authorized Signatory

Signature Page to Credit Agreement

W. PARENT:

DIGERATI TECHNOLOGIES, INC.,
a Nevada corporation

By: _____
Name: _____
Title: _____

Signature Page to Credit Agreement

ANNEX A

LENDERS, COMMITMENTS AND PRO RATA SHARES

Lender:	Term Loan A Commitment	Term Loan C Commitment	Delayed Draw Commitment	Pro Rata Share
Post Road Special Opportunity Fund II LP	\$ 22,168,515.30	\$ 10,000,000	\$ 6,000,000	100%
Total	\$ 22,168,515.30	\$ 10,000,000	\$ 6,000,000	100%

As of the Second Amendment Closing Date, all Commitments have been fully funded.

ANNEX B

ADDRESSES FOR NOTICES

TO THE COMPANY:

T3 Communications, Inc.
825 W. Bitters St.,
Suite 104 San Antonio, TX 78216
Attention: Antonio Estrada
Telephone: (210) 438-8647 ext. 1062

With a copy to:

Attention: Art Smith
Telephone: (210) 213-0971

With a copy to:

Lucosky Brookman LLP
101 Wood Avenue South Woodbridge, NJ 08830
Attention: Seth Brookman
Telephone: (732) 395-4403
Telecopy: (732) 395-4401

TO THE ADMINISTRATIVE AGENT OR ANY LENDER:

Post Road Administrative LLC 2
Landmark Square, Suite 207
Stamford, Connecticut 06901
Attention: Michael Bogdan
Telephone: (203) 518-8480

With a copy to:

Duane Morris LLP
100 International Drive Suite 700,
Baltimore, MD 21202
Attention: Michael C. Hardy
Telephone: (410) 949-2947
Telecopy: (410) 949-2975

X. DISCLOSURE SCHEDULES TO CREDIT AGREEMENT

SCHEDULE 9.1	Formation Information
SCHEDULE 9.2	Equity Ownership; Subsidiaries
SCHEDULE 9.9.2	Business Locations
SCHEDULE 9.9.5	Deposit Accounts
SCHEDULE 9.9.6	Material Contracts; Form Customer Contract
SCHEDULE 9.10	Insurance
SCHEDULE 9.24	Contracts with Affiliates
SCHEDULE 9.25	Trade and Customer Relations
SCHEDULE 9.26	Brokers
SCHEDULE 9.32	Parent Debt
SCHEDULE 10.11	Deposit Accounts Not Subject to Control Agreements
SCHEDULE 10.14(a)	Post-Closing Landlord Agreements
SCHEDULE 10.14(b)	Post-Closing Deposit Account Closures
SCHEDULE 11.1	Existing Debt
SCHEDULE 11.2	Existing Liens
SCHEDULE 11.9	Investments
SCHEDULE 12.1	Debt to be Repaid
SCHEDULE 13.1.12	Key Executives

ANNEX B

TO JOINDER AND SECOND AMENDMENT TO CREDIT AGREEMENT

Amended Exhibit D (Form of Compliance Certificate)

See attached.



Digerati Closes Acquisition of NextLevel Internet

– Expands Reach of Digerati’s Cloud Communications and Broadband Solutions To Include Strong West Coast Presence, Specifically California -

– Expected to be Accretive to Earnings and Add Over \$13 Million in Annual Revenue, Increasing Digerati’s Consolidated Annualized Revenue to \$31.5 Million -

– Derek M. Gietzen, President of NextLevel Internet, Joins the Digerati Executive Management Team -

SAN ANTONIO, TX (GlobeNewswire) – February 8, 2022 – Digerati Technologies, Inc. (OTCQB: DTGI) (“Digerati” or the “Company”), a provider of cloud services specializing in UCaaS (Unified Communications as a Service) solutions for the small to medium-sized business (“SMB”) market, is pleased to announce the completion of the acquisition of San Diego-based NextLevel Internet, Inc. (“NextLevel”), a leading provider of cloud communication and broadband solutions tailored for the SMB market.

The acquisition of NextLevel expands the Company’s growing nationwide footprint and adds a strong West Coast presence with nearly 1,000 SMB clients in California. On a consolidated basis and as a result of this acquisition, Digerati’s operating subsidiaries will now serve over 4,000 business customers and approximately 45,000 users. With the acquisition of NextLevel and based upon annualized results for the quarter ending October 31, 2021, the Company expects its operating subsidiaries in the aggregate will generate approximately \$31.5 million in annual revenue. In addition, the NextLevel acquisition is expected to have a positive impact on the consolidated EBITDA and operating income of the Company during FY2022.

“We’re excited about the NextLevel transaction, our largest acquisition to-date, that delivers scale as we continue working towards our corporate goal of uplisting to Nasdaq or NYSE American,” said Arthur L. Smith, Chief Executive Officer of Digerati. “By uniting our companies’ shared vision of providing exceptional client experiences and an amazing corporate culture, we will be well positioned to continue executing on our growth strategy. We particularly like the success and expertise that NextLevel brings in the area of broadband services and the delivery of digital oxygen to the business market.”

Derek Gietzen, President of NextLevel, stated, “We could not have found a better partner than the Digerati Team. We are excited about the synergies that exist across the operating subsidiaries and all of the future opportunities this business combination provides for the NextLevel Team.”

Digerati also announced that Derek M. Gietzen, current President of NextLevel, will remain in that role with the Company and join the Digerati Executive Management Team. Mr. Gietzen is an experienced 20-year telecommunications executive with a track record of managing successful high-growth companies. In addition to achieving consistent double-digit growth at NextLevel, Mr. Gietzen’s passion for creating amazing corporate cultures led NextLevel to being recognized as a certified ‘Great Place to Work in the U.S.’ for each of the last three years.

Mr. Smith commented about the addition of Mr. Gietzen to the Executive Management Team, “Derek is an inspirational leader who is perfectly aligned with our core values and brings the added skills necessary for us to successfully execute on our business plan and on-going M&A strategy. We are confident his contribution will enhance our ability to deliver on our corporate goals and assist us with creating long-term shareholder value.”

QAdvisors, a TMT global investment banking boutique, acted as the financial advisor to NextLevel.

About NextLevel Internet, Inc.

NextLevel Internet is a leading provider of cloud-based Unified Communications and Collaboration (“UC&C”), Contact Center, and Managed Connectivity services. Founded in 1999 and headquartered in San Diego, California, NextLevel offers a full suite of UCaaS services nationwide and operates a high-capacity broadband network with extensive reach and a multi-carrier infrastructure. NextLevel is known for providing amazing client experiences with its managed installation process, backed by a team of experienced engineers and project managers, and its high-touch Client Support and in-house, live-answer tech support representatives.

About Digerati Technologies, Inc.

Digerati Technologies, Inc. (OTCQB: DTGI) is a provider of cloud services specializing in UCaaS (Unified Communications as a Service) solutions for the business market. Through its operating subsidiaries T3 Communications (T3com.com), Nexogy (Nexogy.com), SkyNet Telecom (Skynettelecom.net) and NextLevel Internet (nextlevelinternet.com), the Company is meeting the global needs of small businesses seeking simple, flexible, reliable, and cost-effective communication and network solutions including cloud PBX, cloud telephony, cloud WAN, cloud call center, cloud mobile, and the delivery of digital oxygen on its broadband network. The Company has developed a robust integration platform to fuel mergers and acquisitions in a highly fragmented market as it delivers business solutions on its carrier-grade network and ***Only in the Cloud***[™]. For more information, please visit www.digerati-inc.com and follow DTGI on LinkedIn, Twitter and Facebook.

Forward-Looking Statements

The information in this news release includes certain forward-looking statements that are based upon assumptions that in the future may prove not to have been accurate and are subject to significant risks and uncertainties, including statements related to the future financial performance of the Company. Although the Company believes that the expectations reflected in the forward-looking statements, including but not limited to, total customers, annual revenue and EBITDA, uplisting to Nasdaq or NYSE American, and expected positive impact on the consolidated EBITDA and operating income of the Company during FY2022 are reasonable, it can give no assurance that such expectations or any of its forward-looking statements will prove to be correct. You should not place undue reliance on forward-looking statements since they involve known and unknown risks, uncertainties and other factors which are, in some cases, beyond our control and which could, and likely will, materially affect actual results, levels of activity, performance or achievements. Factors that could cause results to differ include, but are not limited to, execution of growth strategies, product development and acceptance, the impact of competitive services and pricing, general economic conditions, and other risks and uncertainties described in the Company's periodic filings with the Securities and Exchange Commission. We assume no obligation to publicly update or revise these forward-looking statements for any reason, or to update the reasons actual results could differ materially from those anticipated in these forward-looking statements, even if new information becomes available in the future.

Facebook: Digerati Technologies, Inc.

Twitter: @DIGERATI_IR

LinkedIn: Digerati Technologies, Inc.

Investors

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