

**TENTH OMNIBUS AMENDMENT OF LOAN DOCUMENTS**

This **TENTH OMNIBUS AMENDMENT OF LOAN DOCUMENTS** (this “**Agreement**” or this “**Omnibus Amendment**”), dated as of July 31, 2023 (the “**Tenth Omnibus Amendment Date**” or the “**Effective Date**”), is made by and among UL Holdings Inc., a California corporation (“**Holdings**”; and together with the Subsidiaries of Holdings signatory hereto as “**Borrowers**”, collectively, “**Borrowers**” and each individually, a “**Borrower**”), the Subsidiaries of Holdings party hereto, as Guarantors, StateHouse Holdings Inc., f/k/a Harborside Inc. (“**StateHouse**”; StateHouse and the other Guarantors are collectively referred to herein as the “**Guarantors**” and each individually as a “**Guarantor**”; and StateHouse, Holdings, the other Borrowers and the other Guarantors are collectively referred to herein as the “**Loan Parties**” and each individually as a “**Loan Party**”), as a Guarantor, the Lenders party hereto (the “**Lenders**”), and Pelorus Fund REIT, LLC (“**Pelorus**”), as Administrative Agent (together with its successors and assigns in such capacity, the “**Administrative Agent**”) and as Collateral Agent (together with its successors and assigns in such capacity, the “**Collateral Agent**”).

**WITNESSETH:**

A. The Borrowers, the Guarantors other than StateHouse, the Administrative Agents and Seventh Avenue Investments, LLC (“**SAI**”), as predecessor in interest to Pelorus as Administrative Agent and Collateral Agent, are parties to the Credit and Guaranty Agreement, dated as of December 21, 2020, as amended by that certain Limited Waiver and Amendment to Credit and Guaranty Agreement dated as of March 1, 2022, and as further amended by that certain Omnibus Amendment of Loan Documents dated as of December 21, 2022 (the “**First Omnibus Amendment**”) and that certain Second Omnibus Amendment of Loan Documents dated as of January 20, 2023 (the “**Second Omnibus Amendment**”), that certain Third Omnibus Amendment of Loan Documents dated as of February 28, 2023 (the “**Third Omnibus Amendment**”), that certain Fourth Omnibus Amendment of Loan Documents dated as of April 20, 2023 (the “**Fourth Omnibus Amendment**”), that certain Fifth Omnibus Amendment of Loan Documents dated as of May 19, 2023 (the “**Fifth Omnibus Amendment**”), that certain Sixth Omnibus Amendment of Loan Documents dated as of June 5, 2023 (the “**Sixth Omnibus Amendment**”), that certain Seventh Omnibus Amendment of Loan Documents dated as of June 19, 2023 (the “**Seventh Omnibus Amendment**”), that certain Eighth Omnibus Amendment of Loan Documents dated as of July 3, 2021 (the “**Eighth Omnibus Amendment**”) and that certain Ninth Omnibus Amendment of Loan Documents dated as of July 17, 2023 (the “**Ninth Omnibus Amendment**”) (as so amended, the “**Series A Loan Agreement**”).

B. After giving effect to the First Omnibus Amendment, the total principal amount of Term Loans outstanding on the date of this Agreement is \$7,479,000.00, the full amount of which remains unpaid and outstanding as of the date hereof.

C. StateHouse executed that certain Guaranty of Payment and Performance, dated as of March 1, 2022, to and for the benefit of SAI, as predecessor in interest to Pelorus as

Administrative Agent and Collateral Agent for the Administrative Agents in respect of the Series A Loan Agreement and the obligations thereunder (the “**StateHouse Guaranty**”).

D. The Borrowers have requested the Lenders to make an Incremental Term Loan (the “**Incremental Term Loan**”) of Seven Million Five Hundred Twenty One Thousand and 00/100 Dollars (\$7,521,000.00) (the “**First Incremental Term Loan Amount**”), to bring the total principal amount of all Term Loans to Fifteen Million and 00/100 Dollars (\$15,000,000.00), in accordance with Section 2.17 of the Series A Loan Agreement and this Omnibus Amendment, and Pelorus, in its capacity as a Lender, has agreed to make the First Incremental Term Loan.

E. As set forth in the Fourth Omnibus Amendment, SAI assigned to Pelorus all of its right, title and interest as Administrative Agent and Collateral Agent, and SAI and the other Lenders assigned portions of their interests in the Loan to Pelorus.

F. As an accommodation to the Borrowers, Administrative Agent, Collateral Agent and the Lenders have agreed, without prejudice to or waiver of any rights or remedies they may have to any Defaults or Events of Default that may now exist, or that may in the future occur, under the Loan Documents, and without establishing any course of conduct or waiver with respect to the requirement for repayment of the Initial Term Loans on the extended maturity date agreed to pursuant to this Agreement, to make the First Incremental Term Loan and amend the Loan Documents as more particularly set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Loan Parties, Collateral Agent, Administrative Agent and each Administrative Agent agree to modify the Loan Documents as follows:

1. **Loan Agreement**. The Loan Agreement is hereby modified as follows:

(a) **Existing Defined Terms**. The following defined terms in the Loan Agreement are hereby replaced with the following:

“**Loan Document**” means any of this Agreement, the Notes, if any, the Security Documents, the Fee Letter, any Counterparty Agreements, the Intercompany Note, any Deposit Account Control Agreement, any Securities Account Control Agreement, the Collateral Assignment of Material Contracts, the Board Indemnification Agreement, the Warrant, any Landlord Waiver, all Mortgages, all Compliance certificates, instruments or agreements executed and delivered by a Loan Party for the benefit of any Secured Party in connection herewith, in each case as the same may be amended, restated, replaced, supplemented or otherwise modified.

“**Pro Rata Share**” means, with respect to all payments, computations and other matters relating to the Loans made by any Lender, the percentage obtained by dividing (i)

the Term Loan Exposure of that Lender by (ii) the aggregate Term Loan Exposure of all Lenders.

“Term Loan Maturity Date” means February 10, 2027.

(b) **Additional Defined Terms**. The following additional defined terms are added to Section 1, each in alphabetical order:

“Adjusted EBITDA” means, for any period, Net Income for such period *plus* (a) without duplication and to the extent deducted in determining Net Income for such period, the sum of (i) Interest Expense for such period, (ii) income tax expense (including without limitation income taxes owing pursuant to Section 280(e) of the Internal Revenue Code of 1986, as the same may be hereafter amended or modified) for such period net of tax refunds, (iii) all amounts attributable to depreciation and amortization expense for such period, (iv) [intentionally omitted], (v) any reasonable, extraordinary non-cash charges for such period, (vi) any other reasonable non-cash charges for such period (but excluding any non-cash charge in respect of an item that was included in Net Income in a prior period and any non-cash charge that relates to the write-down or write-off of inventory), (vii) non-recurring litigation and arbitration costs, charges, fees and expenses (including payments of legal settlements, fines, judgments or orders), (viii) start-up or initial costs for any project or new production line, division or new line of business or other business optimization expenses, including, without limitation, costs or reserves associated with improvements to information technology functions, integration and facilities opening costs, costs relating to entry into a new state, project startup costs, costs relating to any strategic initiative or new operations and conversion costs and any business development, consulting or legal costs and fees relating to the foregoing, (ix) costs related to restructurings, including severance, recruiting, contract termination, relocation, integration, information technology investment, (x) non-cash fair value adjustments (whether increasing or decreasing, as the case may be), including those resulting from purchase accounting, to inventory sold and biological assets, including cannabis plants, measured at fair value less cost to sell up to the point of harvest *minus* (b) without duplication and to the extent included in Net Income, (i) any cash payments made during such period in respect of non-cash charges described in clause (a)(vi) taken in a prior period and (ii) any extraordinary gains and any non-cash items of income for such period, all calculated for StateHouse and its Subsidiaries on a consolidated basis in accordance with GAAP.

“Adjusted Term SOFR” means Term SOFR plus 12.5%.

“Approved Annual Budget” means the annual operating budget for Holdings and its Subsidiaries approved by Administrative Agent as required under Section 5.22, as amended from time to time in accordance with this Agreement.

“Base Rate” means, on any day, the greatest of (a) the Floor, (b) the Federal Funds Rate in effect on such day plus ½%, (c) Term SOFR for a one-month tenor in effect on such day; provided that this clause (c) shall not be applicable during any period in which Term SOFR is unavailable or unascertainable, and (d) the U.S. prime rate as published in The Wall Street Journal’s “Money Rates” table for such day or such other rate of interest publicly announced by JPMorgan Chase Bank, National Association from time to time as its prime rate in effect (which is not necessarily the best or lowest rate of interest charged as a prime rate). If multiple prime rates are quoted in such table, then the highest U.S. prime rate quoted therein shall be the prime rate. In the event that a U.S. prime rate is not published in The Wall Street Journal’s “Money Rates” table for any reason or The Wall Street Journal is not published that day in the United States of America for general distribution, Administrative Agent will choose a substitute U.S. prime rate, for purposes of calculating the interest rate applicable hereunder, which is based on comparable information, until such time as a prime rate is published in The Wall Street Journal’s “Money Rates” table. Each change in the Base Rate shall become effective without notice to Borrower on the effective date of each such change.

“Base Rate Loan” means each portion of the Loan to the extent that it that bears interest at a rate determined by reference to the Base Rate.

“Base Rate Term SOFR Determination Day” has the meaning specified therefor in the definition of “Term SOFR”.

“Benchmark” means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.14(a)(iii)(A).

“Benchmark Replacement” means, with respect to any Benchmark Transition Event, the sum of (a) the alternate benchmark rate that has been selected by Administrative Agent and Borrower giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for Dollar-denominated syndicated credit facilities and (b) the related Benchmark Replacement Adjustment; provided that if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement shall be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment (which may

be a positive or negative value or zero) that has been selected by Administrative Agent and Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body, or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities.

“Benchmark Replacement Date” means the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of “Benchmark Transition Event,” the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of “Benchmark Transition Event,” the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by or on behalf of the administrator of such Benchmark (or such component thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative or non-compliant with or non-aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks; provided, that such non-representativeness, non-compliance, or non-alignment will be determined by reference to the most recent statement or publication referenced in such clause (c);

(c) For the avoidance of doubt, the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Event” means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Board of Governors, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof); or

(c) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) announcing that such Benchmark (or such component thereof) is not, or as of a specified future date will not be, representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks.

“Benchmark Transition Start Date” means, in the case of a Benchmark Transition Event, the earlier of (a) the applicable Benchmark Replacement Date and (b) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

“Benchmark Unavailability Period” means the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.14(a)(iii) and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.14(a)(iii).

“Cash Management Account” has the meaning set forth in Section 2.02(c).

“Cash Management Period” means any period (a) during the existence of an Event of Default under Section 8.01(a), (b) following the acceleration of any Loan or the commencement of any enforcement of any remedies of Administrative Agent or Collateral Agent during the continuance of an Event of Default, including but not limited to any foreclosure of any Collateral, or (c) commencing on any Measurement Date if the Debt

Service Coverage Ratio has declined below 1.50:1.00. A Cash Management Period shall end (i) upon the Debt Service Coverage Ratio being no less than 1.50:1.00 for each of two (2) consecutive calendar quarters or (ii) upon the prepayment of principal to the Administrative Agents (any such prepayment to be made pursuant to the Administrative Agents in accordance with their Pro Rata Shares) by Borrower causing the Debt Service Coverage Ratio at such time to be no less than 1.50:1.00; provided, however, that notwithstanding the foregoing to the contrary, in no event shall a Cash Management Period be deemed to exist prior to the repayment in full of either the Other Loans or any refinancing thereof that does not include provisions requiring the reserving of cash flow of the Borrowers and their Subsidiaries under certain circumstances.

“Conforming Changes” means, with respect to either the use or administration of Term SOFR or the use, administration, adoption, or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Base Rate,” the definition of “Business Day,” the definition of “U.S. Government Securities Business Day,” the definition of “Interest Period,” or any similar or analogous definition (or the addition of a concept of “interest period,” timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment notices, the applicability and length of lookback periods, and other technical, administrative or operational matters) that Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the use and administration thereof by Administrative Agent in a manner substantially consistent with market practice (or, if Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if Administrative Agent determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“Current Pay Taxes” shall have the meaning set forth in Section 2.02(b).

“Debt Service Coverage Ratio” means the ratio of the Adjusted EBITDA to Deemed Debt Service, as determined by Administrative Agent in its sole but good faith discretion for the period in question. Debt Service Coverage Ratio shall be determined on each Measurement Date with respect to the 12-month period ending on the last day of the immediately preceding calendar quarter.

“Debt Service Reserve” has the meaning set forth in Section 2.02(a).

“Deemed Debt Service” means, as of any date, interest that would be due on the outstanding principal balance of the Loan and the Other Loans, as of such date, at the applicable interest rates in effect for each of the foregoing as of such date, for one full year.

“Excess Cash Flow” means, for any period, gross revenues, which includes but is not limited to all sales of cannabis and cannabis products less adjustments for (i) sales discounts, (ii) sales allowances, (iii) sales refunds, (iv) adjustments for loyalty program and other accounting accruals as required under GAAP, and (v) any cultivation, sales, excise and/or municipal taxes required to be collected and remitted to federal, state or local governments; less (a) operating expenses, which includes all costs used to compute operating income (loss) as presented in the consolidated financial statements of Holdings and its Subsidiaries (not including Debt Service but including the amortization payments required pursuant to Section 2.11(g)), interest expenses related to leases, taxes and other debt payments, and capital expenditures incurred in accordance with the applicable Approved Annual Budget and (b) extraordinary operating expenses incurred but not included in such Approved Annual Budget and approved by Administrative Agent in its reasonable discretion and (c) Deemed Debt Service, in each case as calculated for Holdings and all of its Subsidiaries, on a consolidated basis (without duplication). All of the foregoing shall be interpreted and calculated in accordance with GAAP.

“Exit Fee” has the meaning set forth in Section 2.08(d).

“Federal Funds Rate” means, for any period, a fluctuating interest rate per annum equal to, for each day during such period, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by Administrative Agent from three Federal funds brokers of recognized standing selected by it (and, if any such rate is below zero, then the rate determined pursuant to this definition shall be deemed to be zero).

“First Incremental Term” has the meaning set forth in the Recitals to the Tenth Omnibus Amendment.

“First Incremental Term Loan” has the meaning set forth in the Recitals to the Tenth Omnibus Amendment.

“First Incremental Term Loan Amount” has the meaning set forth in the Recitals to the Tenth Omnibus Amendment.

“Floor” means a rate of interest equal to four and one-half percent (4.5%).

“Interest Expense” means, with reference to any period, total interest expense (including that attributable to Capital Lease Obligations) of StateHouse and its Subsidiaries for such period with respect to all outstanding Indebtedness of StateHouse and its Subsidiaries (including all commissions, discounts and other fees and charges owed with respect to letters of credit and bankers’ acceptances and net costs under Swap Agreements



in respect of interest rates, to the extent such net costs are allocable to such period in accordance with GAAP), calculated for StateHouse and its Subsidiaries on a consolidated basis for such period in accordance with GAAP.

“Interest Period” means each period from the first (1<sup>st</sup>) day of each calendar month through the last day of each calendar month; except that the Interest Period, if any, that would otherwise commence before and end after the Maturity Date shall end on the Maturity Date.

“Interest Reserve” shall have the meaning set forth in Section 2.04(b).

“Leaflink Complaint” means that certain Complaint filed in the Superior Court of the State of California, County of San Diego, Central as Case No. 37-2022-00051990-CU-BC-CTL, by Fusion LLF, as Plaintiff, against StateHouse Holdings, Inc., Greenfield Organix, ULBP Inc. and certain other parties.

“Leaflink Facility” means the facility provided for in that certain Master Assignment Agreement, dated as of July 30, 2019, between Greenfield Organix (d/b/a Loudpack) and Fusion LLC.

“Measurement Date” means the thirtieth (30th) day of each January, April, July and October commencing twelve (12) months after the Effective Date.

“Minimum Interest Payment” has the meaning set forth in Section 2.10.

“Net Income” means, for any period, the consolidated net income (or loss) determined for StateHouse and its Subsidiaries, on a consolidated basis in accordance with GAAP.

“Other Loans” means, individually and/or collectively, the means, those certain loans made by Pelorus to each of (i) Harborside Inc., as predecessor-in-interest to StateHouse, (ii) LPF JV Corporation (“Loudpack”) and (iii) Holdings, each dated as of February 10, 2022, as amended, supplemented or otherwise modified.

“Pelorus” means Pelorus Fund REIT, LLC, a Delaware limited liability company.

“Recipient” shall mean (a) Administrative Agent, and (b) any Lender, as applicable.

“Reserves” means the Tax Reserve, the Debt Service Reserve and the Cash Management Account and the account(s) in which such reserves are maintained.

“Siban Facility” means the factoring facility arrangement provided for in that certain Master Factoring Agreement dated as of December 12, 2022 between Greenfield Organix and Siban Holdings, Inc.

“SOFR” means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

“SOFR Administrator” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

“SOFR Loan” means each portion of the Loan that bears interest at a rate determined by reference to Term SOFR (other than pursuant to clause (c) of the definition of “Base Rate”).

“StateHouse” means StateHouse Inc., an Ontario business corporation.

“Subject Taxes” shall have the meaning set forth in Section 2.02(b).

“Swap Agreement” means any agreement with respect to any swap, forward, spot, future, credit default or derivative transaction or any option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of StateHouse or any of its Subsidiaries shall be a Swap Agreement.

“Tax Reserve” shall have the meaning set forth in Section 2.02(b).

“Tenth Omnibus Amendment” means that certain Tenth Omnibus Amendment of Loan Documents, dated as of the Tenth Omnibus Amendment Date, among the Borrowers, the Guarantors, StateHouse, Administrative Agent, Collateral Agent and the Administrative Agents.

“Tenth Omnibus Amendment Date” means July 31, 2023.

“Term Loan Exposure” means, with respect to any Lender, as of any date of determination, the outstanding principal amount of all Term Loans (including, without limitation, the Initial Term Loans and the First Incremental Term Loan) of such Lender.

“Term SOFR” means,

(a) for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the “**Periodic Term SOFR Determination Day**”) that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any

Periodic Term SOFR Determination Day the Term SOFR Reference Rate for a tenor of one month has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for one month as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for one month was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(b) for any calculation with respect to a Base Rate Loan on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the “**Base Rate Term SOFR Determination Day**”) that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Base Rate Term SOFR Determination Day the Term SOFR Reference Rate for a tenor of one month has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for one month as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for one month was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Base Rate Term SOFR Determination Day;

provided, further, that if Term SOFR determined as provided above (including pursuant to the proviso under clause (a) or clause (b) above) shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

“Term SOFR Administrator” means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by Administrative Agent in its reasonable discretion).

“Term SOFR Reference Rate” means the forward-looking term rate based on SOFR.

“Unadjusted Benchmark Replacement” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

“U.S. Government Securities Business Day” means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“Warrant” shall mean that certain Warrant to Purchase Shares as of the Tenth Omnibus Amendment Date and issued by StateHouse Inc. to Pelorus, as the same may be amended, modified, replaced or supplemented.

(c) The following is added as a new clause (c) to Section 2.01 of the Series A Loan Agreement:

“(c) First Incremental Term Loan.

(i) Subject to the terms and conditions set forth below and in Section 2.17 hereof, Pelorus agrees to make, on the Tenth Omnibus Amendment Date, the First Incremental Term Loan to the Borrowers in an amount equal to the First Incremental Term Loan Amount. The Borrowers may make only one borrowing under the First Incremental Term Loan which shall be on the Tenth Omnibus Amendment Date. Any amount borrowed under this Section 2.01 and subsequently repaid or prepaid may not be reborrowed. All amounts owed hereunder with respect to the First Incremental Term Loan shall be paid in accordance with the payment terms set forth herein applicable to the Initial Term Loans (including, without limitation, payment terms with respect to interest payments set forth in Section 2.06 and mandatory prepayments, if any, set forth in Section 2.11) and, in any event, the First Incremental Term Loan shall be paid in full no later than the Term Loan Maturity Date.

(ii) Notwithstanding anything in Section 2.04 or 2.17 to the contrary, the proceeds of the First Incremental Term Loan shall be used to (A) pay tax liabilities approved by Administrative Agent, (B) pay transaction costs incurred by the Borrowers and the Guarantors in connection with the First Incremental Term Loan approved by Administrative Agent, (C) fund the Tax Reserve and the Debt Service Reserve, and (D) be distributed to StateHouse (and, if and to the extent applicable, contributed by StateHouse to its applicable Subsidiaries) to fund one or more reserves established or to be established in connection with the Other Loans for the payment of debt service in respect of the Other Loans.”

(d) Section 2.02 of the Series A Loan Agreement is modified in its entirety to read as follows:

Section 2.02 Reserves

“(a) Collateral Agent has established a debt service reserve (the “**Debt Service Reserve**”), into which funds shall be deposited for the payment of interest as and when the same become due hereunder. A portion of the proceeds of the First Incremental Term Loan in the amount of \$913,572.52 will be held in the Debt Service Reserve. For the avoidance of doubt, all amounts so held in the Debt

Service Reserve shall be deemed to have been advanced to Borrower and will accrue interest from and after the advance as of the Tenth Omnibus Amendment Date. If no Event of Default exists, Collateral Agent shall automatically apply amounts held in the Debt Service Reserve Account to payment of interest and other amounts then due in respect of the Loan. Upon an Event of Default, Administrative Agent may direct Collateral Agent to use the Debt Service Reserve to: (i) make interest payments in respect of the Loans, (ii) make protective advances to protect or maintain the Collateral, (iii) pay down the principal amount owed on the Loan, or (iv) otherwise make any payment on the Obligations, all in Administrative Agent's sole and absolute discretion. Should Administrative Agent determine to utilize the Debt Service Reserve for anything other than monthly interest payments due under this Agreement, the Borrowers shall be required to replenish funds in the Interest Reserve. The failure to replenish the Interest Reserve upon five (5) Business Days written notice by Administrative Agent to Borrower shall be an Event of Default under this Agreement. Upon indefeasible payment in full in cash of all Secured Obligations, the Interest Reserve shall be released to the Borrower or such other Person as is legally entitled thereto. If and to the extent the Tax Reserve does not have sufficient funds for the payment of all Current Pay Taxes, Collateral Agent may reallocate funds from the Debt Service Reserve to the Tax Reserve.

(b) Collateral Agent has established a reserve (the "**Tax Reserve**"), into which funds shall be deposited for the payment of real property taxes in respect of real property owned or leased by the Borrowers, the Guarantors, StateHouse and its Subsidiaries payable by such parties (collectively, "**Subject Taxes**"), including without limitation the Subject Taxes set forth on Schedule 1 to the Tenth Omnibus Amendment (the "**Current Pay Taxes**"). A portion of the proceeds of the First Incremental Term Loan in the amount of \$2,456,399.59 will be held in the Tax Reserve. For the avoidance of doubt, all amounts so held in the Tax Reserve shall be deemed to have been advanced to Borrower and will accrue interest from and after the advance as of the Tenth Omnibus Amendment Date. StateHouse shall promptly provide Collateral Agent all payment information, including the most current outstanding amounts due for the Current Pay Taxes through July 31, 2023, copies of any bills available, or any additional information reasonably requested by Collateral Agent for purposes of Collateral Agent completing payment of all Current Pay Taxes. When Collateral Agent is satisfied that it has all information needed for the payment of all Current Pay Taxes, it will disburse such amounts to StateHouse in the form of checks payable to the appropriate taxing authorities, and StateHouse agrees to immediately cause the payment of the same to such taxing authorities and promptly deliver receipts of such payments to Collateral Agent. The Loan Parties hereby agree that Collateral Agent shall be entitled to a fee in the amount of \$15,000.00 for processing the payment of the Current Pay Taxes, which shall be net funded at Closing of the Tenth Omnibus Amendment. The Loan Parties

also agree that Collateral Agent shall collect a fee of \$4,000.00 to be paid to the Title Company, which shall be net funded at Closing of the Tenth Omnibus Amendment, to run updated searches to confirm all Subject Taxes have been paid in full and confirm any liens existing in connection therewith have been released. Upon an Event of Default, Collateral Agent may use funds in the Tax Reserve to: (i) make interest payments under the Note, (ii) make protective advances to protect or maintain the Collateral, (iii) pay down the principal amount owed on the Loan, or (iv) otherwise make any payment on the Secured Obligations, all in Administrative Agent's sole and absolute discretion. Should Administrative Agent be required to utilize the Tax Reserve for anything other than payment of the Current Pay Taxes in respect thereof, Borrower shall be required to replenish funds in the Tax Reserve. The failure to replenish the Tax Reserve upon five (5) Business Days written notice by Administrative Agent to Borrower shall be an Event of Default under this Agreement. Upon indefeasible payment in full in cash of all Current Pay Taxes, funds in the Tax Reserve shall be reallocated to the Debt Service Reserve.

(c) Upon the occurrence of a Cash Management Period, Collateral Agent shall establish a reserve (the "**Cash Management Account**") into which Holdings and all of its Subsidiaries shall cause all Excess Cash Flow to be transmitted on a monthly basis by the first day of each month after the occurrence and during the continuance of a Cash Management Period. Without in any way limiting the foregoing, so long as a Cash Management Period is in effect, if Holdings or any of its Subsidiaries receives any Excess Cash Flow, then such amounts shall be deemed to be collateral for the Obligations and shall be held in trust for the benefit of Collateral Agent, Administrative Agent and the Administrative Agents. If (i) Borrower is unable to pay its required interest payments hereunder in any month during the continuation of a Cash Management Period, (ii) no other Event of Default exists and (iii) no funds remain in the Debt Service Reserve Account, Collateral Agent shall apply funds in the Cash Management Account to the payment of such Debt Service up to a maximum of Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000.00). Any additional shortfall in interest payments after such amount shall be paid out of either cash on hand at the Borrowers or equity funds provided to the Borrowers. If (A) the Borrowers are unable to pay any portion of the amortization payments required pursuant to Section 2.11(g) of this Agreement and (B) no other Event of Default exists, Collateral Agent shall apply funds in the Cash Management Account to such payments as requested by Borrower. Except as expressly provided above, funds in the Cash Management Account are intended solely to be additional collateral for the Loans and shall not be released to Borrower without Administrative Agent's prior written consent in its sole discretion. The calculation of Excess Cash Flow shall be subject to review and audit by Administrative Agent at Borrower's expense. If Administrative Agent determines that Borrower miscalculated Excess

Cash Flow, then Holdings shall deposit any shortfall into the Cash Management Account within five (5) days after demand therefor by Administrative Agent. Upon the conclusion of a Cash Management Period, all funds on deposit in the Cash Management Account shall be promptly released to Holdings.

(d) Collateral Agent's or Administrative Agent's waiver of, or failure to enforce, any conditions to or requirements associated with any disbursement from a Reserve in any one or more circumstances shall not constitute or imply a waiver of such conditions or requirements in any other circumstances.

(e) All conditions of the obligations of Collateral Agent or Administrative Agent to make disbursements from the Reserve Accounts hereunder are imposed solely and exclusively for the benefit of Collateral Agent, Administrative Agent and the Lenders and may be freely waived or modified in whole or in part by either Collateral Agent or Administrative Agent at any time if in either of their sole discretion it deems it advisable to do so.

(f) Reserves Generally

(i) Borrower hereby pledges and assigns, and grants to Collateral Agent a first-priority perfected security interest in, each of the Reserve Accounts and all funds therein and any and all monies now or hereafter deposited in each Reserve Account as additional security for payment of the Obligations. Until expended or applied in accordance herewith, the Reserve Accounts and all funds therein shall constitute additional security for the Obligations.

(ii) This Agreement is, among other things, intended by the parties to be a security agreement for purposes of the Uniform Commercial Code. Upon the occurrence of an Event of Default, Administrative Agent may, in addition to any and all other rights and remedies available to Administrative Agent, apply any sums then present in any or all of the Reserve Accounts to the payment of the Debt in any order in its sole discretion.

(iii) The Reserve Accounts shall not constitute trust funds and may be commingled with other monies held by Administrative Agent. Unless expressly provided for in this Section 2.02, all interest on a Reserve Account shall not be added to or become a part thereof and shall be the sole property of and shall be paid to the Lenders in accordance with their Pro Rata Shares.

(iv) The Reserve Accounts shall be under the sole control and dominion of Administrative Agent, and except as otherwise provided in this Agreement, Borrower shall not have any right of withdrawal therefrom.

(v) Borrower and its Subsidiaries shall not, without obtaining the prior written consent of Administrative Agent, further pledge, assign or grant any security interest in any Reserve Account or the monies deposited therein or any Excess Cash Flow or permit any lien or encumbrance to attach thereto, or any levy to be made thereon, or any UCC-1 Financing Statements, except those naming Administrative Agent as the secured party, to be filed with respect thereto.

(vi) Except as otherwise set forth herein, any amount remaining in the Reserve Accounts after the Debt has been paid in full shall be returned to Borrower.”

(e) Section 2.06(a) of the Series A Loan Agreement is hereby modified in its entirety to read as follows:

“Except as otherwise set forth herein, each Loan shall bear interest on the unpaid principal amount thereof at the lesser of the maximum rate of interest, if any, which may be collected from Borrower under applicable law and (i) until and including the Tenth Omnibus Amendment Date, at the higher of (A) twelve and a half percent (12.5%) and (B) the Prime Rate plus nine percent (9%) and (ii) from and after the Tenth Omnibus Amendment Date to final repayment (whether by acceleration or otherwise), at Adjusted Term SOFR. In the event that the Prime Rate is utilized in determining the rate of interest herein pursuant to clause (i)(B) of this Section 2.06(a), and such Prime Rate is changed from time to time during the term of this Agreement, the applicable rate of interest for the outstanding principal balance of the Loans shall be increased or decreased, effective as of the day the Prime Rate is changed, by an amount equal to such change in the Prime Rate. In the event that Adjusted Term SOFR is changed from time to time during the term of this Agreement, the applicable rate of interest for the outstanding principal balance of the Loans shall be increased or decreased, effective as of the date Adjusted Term SOFR is changed, by an amount equal to such change in Adjusted Term SOFR.”

(f) Section 2.06(c) of the Series A Loan Agreement is hereby modified in its entirety to read as follows:

“Except as otherwise set forth herein, interest on each Loan (i) shall accrue on a daily basis; (ii) shall be payable in arrears on the first (1<sup>st</sup>) Business Day of each calendar month following the Tenth Omnibus Amendment Date; (iii) shall be



payable in arrears upon any prepayment of such Loan, whether voluntary or mandatory, to the extent accrued on the amount being prepaid; and (iv) shall be payable in arrears at maturity of such Loan, including final maturity of such Loan, subject to the Conversion Rights.”

(g) The following is added as a new clause (d) at the end of Section 2.06 of the Series A Loan Agreement:

“(d) Administrative Agent, Collateral Agent or any Lender do not warrant or accept any responsibility for, and shall not have any liability with respect to, (i) the continuation of, administration of, submission of, calculation of or any other matter related to the Term SOFR Reference Rate, Term SOFR or any other Benchmark, any component definition thereof or rates referred to in the definition thereof, or with respect to any alternative, successor or replacement rate thereto (including any then-current Benchmark or any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement), as it may or may not be adjusted pursuant to Section 2.15(a)(iii), will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Term SOFR Reference Rate, Term SOFR or any other Benchmark, prior to its discontinuance or unavailability, or (ii) the effect, implementation or composition of any Conforming Changes. Administrative Agent, Collateral Agent and any Administrative Agent and any of their respective affiliates or other related entities may engage in transactions that affect the calculation of the Term SOFR Reference Rate, Term SOFR, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto and such transactions may be adverse to the Borrowers. Administrative Agent may select information sources or services in its reasonable discretion to ascertain the Term SOFR Reference Rate or Term SOFR, or any other Benchmark, any component definition thereof or rates referred to in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to any Borrower or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.”

(h) Section 2.08 of the Series A Loan Agreement is hereby modified by adding the following at the end thereof as a new clause (d):

“(d) On the Term Loan Maturity Date or earlier acceleration of the Loan, the Borrowers shall be obligated to pay to Pelorus, for its own account as Lender with respect to the First Incremental Term Loan, a fee of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) (the “**Exit Fee**”). The Exit Fee shall be deemed earned when due pursuant to this Section 2.08(d), and shall not be subject to reduction or be refundable under any circumstances. If any partial repayment of the Loan is made by the Borrowers prior to the Term Loan Maturity Date, as such prepayment is permitted hereunder, then such partial prepayment shall be accompanied by the portion of the Exit Fee allocable to the amount being so prepaid. Upon such partial prepayment, the amount due on the Term Loan Maturity Date or earlier acceleration of the Loan shall be reduced by that portion of the Exit Fee previously paid by the Borrowers to Pelorus. Notwithstanding anything in this Agreement to the contrary, if and to the extent that the Loan or any portion thereof is repaid with the proceeds of a mortgage loan from Pelorus (or any Affiliate thereof or syndicate including Pelorus or any such Affiliate) (provided that Pelorus (or any Affiliate thereof or syndicate including Pelorus or any such Affiliate) shall have no obligation to offer to provide such financing), then the Exit Fee that would otherwise be payable with respect to repayment (or portion thereof) in connection therewith shall be waived.”

(i) The second sentence of Section 2.10 of the Series A Loan Agreement is hereby replaced in its entirety by the following:

“Notwithstanding anything to the contrary contained herein, each prepayment of Term Loans made pursuant to this Section 2.10 shall be accompanied by the payment of (a) accrued interest on the amount paid, and all late fees and other charges then due and owing under the Loan Document (including without limitation the Exit Fee (or the applicable portion thereof in accordance with Section 2.08(d)) and (b) in connection with any payment of the entire outstanding principal balance of all Loans (whether voluntarily or following any acceleration of the Loans), a prepayment premium (the “**Minimum Interest Payment**”) equal to (i) \$4,077,159.43 minus (ii) the aggregate sum of all interest payments (excluding any default interest) actually received by the Lenders as of the date of prepayment to be shared pro rata between all Lenders. Notwithstanding anything in this Agreement to the contrary, if and to the extent that the Loan or any portion thereof is repaid with the proceeds of a loan from Pelorus (or any Affiliate thereof or syndicate including Pelorus or any such Affiliate) (provided that Pelorus (or any Affiliate thereof or syndicate including Pelorus or any such Affiliate) shall have no obligation to offer to provide such financing), then the Minimum Interest Payment that would otherwise be payable with respect to repayment (or portion thereof) in connection therewith shall be waived. Additionally, notwithstanding any of the foregoing or any other provision of this Agreement, if a Cash Management Period exists, Borrower shall have the right, without prior notice and without the need pay

any prepayment penalty, to prepay an amount of outstanding principal of the Loans to cause the Debt Service Coverage Ratio at that time to be equal to or exceed 1.5:1.0, at which time any Cash Management Period arising solely under clause (c) of the definition thereof shall cease.”

(j) Section 2.11 of the Series A Loan Agreement is hereby modified by adding the following at the end thereof as a new clause (g):

“(g) The Borrowers shall make payments of principal in the amount of seven and one-half percent (7.5%) of the then outstanding principal balance of the Loans on each of February 1, 2024 and February 1, 2025, TIME BEING OF THE ESSENCE with respect thereto. Failure to make any such payment shall be an immediate Event of Default.”

(k) Section 2.15 of the Series A Loan Agreement is hereby modified in its entirety to read as follows:

“2.15 **Increased Costs Generally.**

(a) **Special Provisions Applicable to Term SOFR.**

(i) Term SOFR may be adjusted by Administrative Agent on a prospective basis to take into account any additional or increased costs to any Administrative Agent (other than Taxes which shall be governed by Section 2.16), in each case, due to changes in applicable law occurring subsequent to the commencement of the then applicable Interest Period, or pursuant to any Change in Law or change in the reserve requirements imposed by the Board of Governors, which additional or increased costs would increase the cost of funding or maintaining loans bearing interest at Term SOFR. In any such event, Administrative Agent shall give the Borrowers notice of such a determination and adjustment and, upon its receipt of the notice from Administrative Agent, the Borrowers may, by notice to Administrative Agent (A) require Administrative Agent to furnish to the Borrowers a statement setting forth in reasonable detail the basis for adjusting Term SOFR and the method for determining the amount of such adjustment, or (B) repay the SOFR Loans or Base Rate Loans determined with reference to Term SOFR, in each case, of such Administrative Agent with respect to which such adjustment is made (together with any amounts due under Section 2.15(a)(ii)).

(ii) Subject to the provisions set forth in Section 2.15(a)(iii) below, in the event that any change in market conditions or any Change in Law shall at any time after the date hereof, in the reasonable opinion of any Administrative Agent, make it unlawful or impractical for such

Administrative Agent to fund or maintain SOFR Loans (or Base Rate Loans determined with reference to Term SOFR) or to continue such funding or maintaining, or to determine or charge interest rates at the Term SOFR Reference Rate, Term SOFR or SOFR, such Administrative Agent shall give notice of such changed circumstances to the Borrowers and (A) in the case of any SOFR Loans that are outstanding, such SOFR Loans will be deemed to have been converted to Base Rate Loans on the last day of the Interest Period of such SOFR Loans, if such Administrative Agent may lawfully continue to maintain such SOFR Loans, or immediately, if such Administrative Agent may not lawfully continue to maintain such SOFR Loans, and thereafter interest upon the SOFR Loans of such Administrative Agent thereafter shall accrue interest at the rate then applicable to Base Rate Loans (and if applicable, without reference to the Term SOFR component thereof) and (B) in the case of any such Base Rate Loans of such Administrative Agent that are outstanding and that are determined with reference to Term SOFR, interest upon the Base Rate Loans of such Administrative Agent after the date specified in such Administrative Agent's notice shall accrue interest at the rate then applicable to Base Rate Loans without reference to the Term SOFR component thereof in each case, until such Administrative Agent determines that it would no longer be unlawful or impractical to do so.

(iii) Benchmark Replacement Setting.

(A) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event, Administrative Agent and the Borrowers may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. (New York City time) on the fifth (5th) Business Day after Administrative Agent has posted such proposed amendment to Borrower. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section 2.15(a)(iii) will occur prior to the applicable Benchmark Transition Start Date.

(B) Conforming Changes. In connection with the use, administration, adoption, or implementation of a Benchmark Replacement, Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become

effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(C) Notices; Standards for Decisions and Determinations. Administrative Agent will promptly notify Borrower of (1) the implementation of any Benchmark Replacement, and (2) the effectiveness of any Conforming Changes in connection with the use, administration, adoption, or implementation of a Benchmark Replacement. Any determination, decision or election that may be made by Administrative Agent pursuant to this Section 2.15(a)(iii), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.15(a)(iii).

(D) Benchmark Unavailability Period. Upon the Borrowers' receipt of notice of the commencement of a Benchmark Unavailability Period, any outstanding affected SOFR Loans will be deemed to have been converted to Base Rate Loans at the end of the applicable Interest Period. During any Benchmark Unavailability Period, the component of the Base Rate based upon the then-current Benchmark will not be used in any determination of the Base Rate.

(b) No Requirement of Matched Funding. Anything to the contrary contained herein notwithstanding, neither any Administrative Agent nor any of its participants, is required actually to match fund any Obligation as to which interest accrues at Term SOFR or the Term SOFR Reference Rate.

(c) If any Regulatory Change: (i) shall subject any Administrative Agent to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) with respect to its loans, commitments or other obligations or its deposits, reserves other liabilities or capital attributable thereto; or (ii) shall impose, modify or deem applicable any reserve, special deposit, capital, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended by, such Administrative Agent or shall impose on such Administrative Agent any other condition affecting its loans or its obligation to make such loans, and the result of any of the foregoing shall be to increase the cost (other than Taxes) to such Administrative Agent of making, converting to, continuing or maintaining

any Loan or of maintaining its obligation to make the Loan, or to increase the cost to such Administrative Agent, or to reduce the amount of any sum received or receivable by such Administrative Agent hereunder (whether of principal, interest or any other amount) (other than in respect of Taxes) then, upon request of such Administrative Agent, the Borrowers will pay to such Administrative Agent such additional amount or amounts as will compensate such Administrative Agent, as the case may be, for such Taxes described in clause (i) or such additional costs incurred or reduction suffered described in clause (ii).

(d) A certificate of a Administrative Agent setting forth the amount or amounts necessary to compensate such Administrative Agent or its holding company, as the case may be, as specified in Section 2.14(c) and delivered to the Borrowers, shall be conclusive absent manifest error. The Borrowers shall pay such Administrative Agent the amount shown as due on any such certificate within 10 days after receipt thereof.

(e) Failure or delay on the part of any Administrative Agent to demand compensation pursuant to this Section shall not constitute a waiver of such Administrative Agent's right to demand such compensation; provided that the Borrowers shall not be required to compensate a Administrative Agent pursuant to this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that such Administrative Agent notifies the Borrowers of the Regulatory Change giving rise to such increased costs or reductions, and of such Administrative Agent's intention to claim compensation therefor (except that, if the Regulatory Change giving rise to such increased costs or reductions is retroactive, then the nine (9)-month period referred to above shall be extended to include the period of retroactive effect thereof)."

(l) Section 5.01(c) of the Series A Loan Agreement is hereby modified by adding the following at the end of the clause:

"In addition, within forty-five (45) days following the end of each Fiscal Year during the Loan term, a certification by Borrower of the Debt Service Coverage Ratio, Net Income, Adjusted EBITDA and Excess Cash Flow of StateHouse or Holdings, as applicable, and its Subsidiaries, on a consolidated basis, for such quarter."

(m) Section 5.01 of the Series A Loan Agreement is hereby modified by adding the following at the end thereof as a new clause (r):

"(r) Quarterly Operating Statements; DSCR Calculations. Within forty-five (45) days following the end of each calendar quarter (excluding the fourth (4<sup>th</sup>) calendar quarter) during the Loan term, (i) financial statements of Borrowers and each Guarantor, consisting of a balance sheet, income statement and statement of sources and uses of funds,

together with related schedules and supporting reports, when applicable, for such quarter with variance to budget reporting and (ii) a certification by Borrower of the Debt Service Coverage Ratio, Net Income, Adjusted EBITDA and Excess Cash Flow of StateHouse or Holdings, as applicable, and its Subsidiaries, on a consolidated basis, for such quarter.”

(n) Schedule 5.20 of the Series A Loan Agreement is hereby replaced in its entirety by the revised Schedule 5.20 attached hereto and made part of the Series A Loan Agreement.

(o) Section 5.21 is hereby added to the of the Series A Loan Agreement:

“Section 5.21 Approved Payment Plans.

StateHouse and its Subsidiaries shall enter into (a) payment plans with the Internal Revenue Service with respect to all liabilities of StateHouse and its Subsidiaries under Section 280(e) of the Internal Revenue Code, as amended, that have been approved in writing by Administrative Agent on or before the applicable dates set forth on Schedule 5.21 attached hereto and incorporated herein and (b) one or more agreements with the California Department of Tax and Fee Administration providing for the waiver of penalties and interest due on California excise taxes previously paid by San Jose Wellness Corporation, Sublime Machining Inc. and ULBP Inc. (collectively, the “**CDTFA Agreement**”) by November 3, 2023. Failure to enter into any such payment plans with respect to the applicable liabilities by the applicable date set forth on Schedule 5.21 or to enter into the CDTFA Agreement by November 3, 2023 shall be an immediate Event of Default, with no obligation from Administrative Agent to provide notice and no applicable cure period. StateHouse shall and shall cause its Subsidiaries to comply with all such payment plans and the CDTFA and all payment plans entered into in respect of California excise taxes.”

(p) Schedule 5.21 of the Series A Loan Agreement is hereby attached hereto and made part of the Series A Loan Agreement.

(q) Section 5.22 is hereby added to the of the Series A Loan Agreement:

“Section 5.22 Budgets.

Promptly after the occurrence of a Cash Management Period, and there after by November 1 of each year in which a Cash Management Period remains or is otherwise in place, Holdings shall submit to Administrative Agent the proposed annual operating budget for the succeeding calendar year (or the remaining current calendar year, as applicable) with respect to Holdings and each of its Subsidiaries. Administrative Agent shall have the right to approve each annual operating budget if and so long as a Cash Management Period is in effect. Each annual operating

budget delivered to Administrative Agent and approved by Administrative Agent shall hereinafter be referred to as an “Approved Annual Budget”. Until such time during a Cash Management Period when any annual operating budget has been approved by Administrative Agent, the prior Approved Annual Budget shall apply for all purposes hereunder (with such adjustments as reasonably determined by Administrative Agent to reflect actual increases in Subject Taxes, insurance premiums and utility expenses); provided, however, that if a Cash Management Period commences after January 1 of such year and the Annual Budget for such year has already been adopted by Holdings, then the annual operating budget then in effect shall be the Approved Annual Budget for such first year only. So long as a Cash Management Period is in effect, Holdings and its Subsidiaries shall not change or modify the annual Budget that has been approved by Administrative Agent without the prior written consent of Administrative Agent. During the continuance of any Cash Management Period, Borrower and its Subsidiaries shall not incur or pay any expenses other than in accordance with the Approved Annual Budget.”

(r) Notwithstanding anything in the Series A Loan Agreement or any other Loan Documents to the contrary, StateHouse shall not, and shall cause its Subsidiaries not to (i) borrow any additional funds, or sell any additional receivables, pursuant to the Leaflink Facility, (ii) grant any Liens or rights of access to any bank accounts to Fusion LLC or its successor in respect of the Leaflink Facility, (iii) compromise or settle the legal action referenced in the Leaflink Complaint without the prior written consent of Administrative Agent. Borrower and its Subsidiaries shall not, and StateHouse shall not and shall cause its Subsidiaries not to (A) enter into any factoring, merchant cash advance, accounts receivable sale or financing arrangement or any similar arrangement other than the Siban Facility or (B) increase the amount available under the Siban Facility. For the avoidance of doubt, subject to the foregoing, the Siban Facility may be utilized.

2. **Warrant.** Simultaneously with the execution and delivery of this Modification, StateHouse is executing and delivering the Warrant to Pelorus. In connection therewith, the Warrant shall be deemed a Loan Document, and payment and performance of StateHouse’s obligations under the Warrant shall be deemed part of the Obligations.

3. **Fee Letter.** Section C of the Fee Letter is hereby deleted in its entirety.

4. **Other Loan Documents.** All other Loan Documents are hereby modified such that all references to the Loan Documents or any of them shall be deemed to refer to such documents as amended by this Agreement and the Warrant.

5. **Conditions.** The effectiveness of this Agreement shall be conditioned on the following:



(a) StateHouse shall have executed and delivered the Warrant.

(b) Borrower shall have paid all expenses (including, without limitation, reasonable legal fees) incurred by Administrative Agent in connection with the preparation, review and negotiation of this Agreement and the other documents contemplated hereby (collectively, the “**Modification Documents**”); Borrower hereby authorizes Administrative Agent to disburse and pay all such expenses, less any amounts pre-paid, out of the First Incremental Loan Amount.

(c) Borrower shall have paid to Pelorus, for its own account, (i) a fully earned, a non-refundable origination fee equal to 3% of the First Incremental Term Loan (i.e., \$225,630.00) and (ii) a fully-earned, non-refundable a loan fee in the amount of Five Thousand and 00/100 Dollars (\$5,000.00).

(d) Borrower shall have delivered to Administrative Agent evidence reasonably satisfactory to Administrative Agent that the execution and delivery of the Modification Documents by Borrower has been duly authorized by all necessary action of the Loan Parties and their respective members, managers, board of directors and shareholders, as applicable.

(e) Borrower shall have delivered to Administrative Agent one or more legal opinions in form and substance reasonably satisfactory to Administrative Agent and its counsel regarding the execution, delivery, authorization and enforceability of the Modification Documents and such other matters as Administrative Agent may reasonably require.

6. **Representations and Warranties.**

(a) Each of the Loan Parties hereby represents, warrants, confirms and agrees with respect to itself only that (i) each of the representations and warranties made by such party in the Loan Documents to which it is a party are true and correct in all material respects as if made on and as of the date of this Agreement (except to the extent such representation or warranty was given with respect to a matter intended to be true as of a particular moment in time); (ii) except as otherwise disclosed to Administrative Agent in writing, such party has performed in all material respects all agreements and satisfied all conditions in all material respects that the Loan Documents to which it is a party provide shall be performed or satisfied by such party; and (iii) it has no, and it hereby waives all, defenses, rights of setoff, claims, counterclaims or causes of action of any kind or description existing as of the date hereof against Administrative Agent arising under or in respect of the Loan Documents or any related document (whether in contract, tort or otherwise). After giving effect to this Agreement, Borrower hereby represents, warrants, confirms and agrees with respect to itself only that no Event of Default has occurred and is continuing.

(b) Each of the Loan Parties hereby represents, warrants, confirms and agrees that, notwithstanding anything to the contrary alleged in the Leaflink Complaint, the only indebtedness or liability remaining by any of StateHouse or any of its Subsidiaries, including without limitation, the Borrowers and Guarantors, to the Plaintiff or any of its affiliates is pursuant

to that certain Master Assignment Agreement, dated as of July 30, 2019, between Greenfield Organix as assignor and Fusion LLF, LLC as assignee, and that the approximate aggregate amount of such liability as of the date hereof is approximately \$8,400,000.00, with additional accrued interest, attorney's fees, costs and expenses. All other agreements or arrangements that may have existed between StateHouse and/or any of its Subsidiaries, including without limitation, the Borrowers and Guarantors, on the one hand, to the Plaintiff or any of its affiliates, on the other, have since been satisfied in full and terminated.

7. **Binding Effect; No Partnership; Confirmation of Guaranty Documents.** The provisions of the Loan Documents, as supplemented and modified hereby, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein contained shall be deemed or construed to create a partnership or joint venture between any of the parties hereto. In addition, any and all guaranties and indemnities for the benefit of Administrative Agent, Collateral Agent and/or the Lenders and agreements subordinating rights and liens to the rights and liens of Administrative Agent and Collateral Agent, including, without limitation, the Guaranty Documents, are hereby ratified and confirmed and shall not be released, diminished, impaired, increased, reduced or adversely affected by this Agreement or otherwise, and each indemnification provision and each subordination provision in the Loan Documents and the Guaranty Documents in favor of Administrative Agent, Collateral Agent and/or the Lenders, including, without limitation, those made by Guarantor and Borrower, continue to be in full force and effect and each such party subordinating any right or lien to the rights and liens of Administrative Agent, Collateral Agent and/or the Lenders, hereby consents, acknowledges and agrees to the supplements set forth in this Agreement and waives any common law, equitable, statutory or other rights which such party might otherwise have as a result of or in connection with this Agreement.

8. **Administrative Agent Acknowledgements.** By their execution hereof, each Lender acknowledges and agrees to the terms, provisions and conditions set forth in this Omnibus Amendment, including without limitation the following: (a) the fact that only Pelorus is making the First Incremental Term Loan; (b) the Pro Rata Shares of all Lenders shall be adjusted on account of the making of the First Incremental Term Loan by Pelorus; (c) the uses of the proceeds of the First Incremental Term Loan; and (d) the fact that only Pelorus shall be entitled to the benefits of the Warrant.

9. **Further Agreements.** Borrower hereby agrees to execute and deliver such additional documents, instruments or agreements as may be reasonably requested by Administrative Agent and as may be necessary or appropriate from time to time to effectuate the purposes of this Agreement.

10. **Governing Law.** This Agreement shall be governed by the laws of the State of New York without regard to conflict of laws principles.

11. **Continuing Effect.** As amended by this Agreement, all terms of the Loan Documents remain in full force and effect.

12. **Counterparts.** This Agreement may be executed by each of the parties hereto on any number of separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement in Portable Document Format (PDF) or by facsimile transmission shall be effective as delivery of a manually executed original counterpart thereof.

13. **Severability.** The provisions of this Agreement are severable, and if any one clause or provision hereof shall be held invalid or unenforceable in whole or in part, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, and not any other clause or provision of this Agreement.

14. **Limited Waiver.** The Borrower Parties acknowledge that an Event of Default exists under Section 5.10 of the Loan Agreement as a result of the Borrower's failure to add new Subsidiaries as a Borrower or Guarantor under the Loan Agreement and as a Grantor under the Pledge and Security Agreement (the "**Specified Event of Default**"). In reliance on the representations and warranties of the Borrower Parties set forth herein and subject to the conditions provided herein, Lender hereby waives the Specified Event of Default. This waiver is a one-time waiver and does not modify or affect the Borrower Parties' obligations to comply fully with the terms of Section 5.10 of the Loan Agreement or any other duty, term, condition or covenant contained in the Loan Agreement or any other Loan Document in the future, except as expressly set forth herein. Except as specifically provided herein, this waiver shall not constitute a modification or alteration of terms of the Loan Agreement or any of the other Loan Documents or a waiver of any rights thereunder.

15. **Reaffirmation of Loan Documents.** Borrower (and undersigned Guarantors) hereby (i) ratifies each of its respective obligations under the Loan Documents, as such obligations are modified by this Agreement (the "**Ratifying Parties Obligations**"), and confirms that such Ratifying Parties Obligations and all waivers, covenants and agreements by Borrower in the Loan Documents remain in full force and effect for the benefit of Lender, and (ii) reaffirms its continuing liability for payment and/or performance of all of the applicable Ratifying Parties Obligations, without any defense or offset whatsoever, to the same extent as if Borrower had executed and delivered the Loan Documents again on the Agreement Date.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement on the date first written above.

**BORROWER:**

**UL HOLDINGS, INC.,**  
a California corporation

By: "Edward M. Schmults"  
Name: Edward M. Schmults  
Title: Chief Executive Officer

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

REAFFIRMATION PROVISIONS  
ACKNOWLEDGED BY:

GUARANTOR:

**STATEHOUSE HOLDINGS, INC.,**  
an Ontario business corporation

By: "Edward M. Schmults"  
Name: Edward M. Schmults  
Title: Chief Executive Officer

**CALGEN TRADING INC.,**  
a California corporation

By: "Edward M. Schmults"  
Name: Edward M. Schmults  
Title: Chief Executive Officer

**BELLING DISTRIBUTION INC.,**  
a California corporation

By: "Edward M. Schmults"  
Name: Edward M. Schmults  
Title: Chief Executive Officer

**SBC MANAGEMENT INC.,**  
a California corporation

By: "Edward M. Schmults"  
Name: Edward M. Schmults  
Title: Authorized Officer

**UL KENAMAR LLC,**  
a California limited liability company

By: "Edward M. Schmults"  
Name: Edward M. Schmults  
Title: Chief Executive Officer

**UL MANAGEMENT LLC.,**  
a California limited liability company

By: "Edward M. Schmults"  
Name: Edward M. Schmults  
Title: Authorized Officer

**UL SAN JOSE LLC,**  
a California limited liability company

By: "Edward M. Schmults"  
Name: Edward M. Schmults  
Title: Authorized Officer

**UPROOTED, INC.,**  
a California corporation

By: "Edward M. Schmults"  
Name: Edward M. Schmults  
Title: Chief Executive Officer

**UPROOTED LM LLC,**  
a California limited liability company

By: "Edward M. Schmults"  
Name: Edward M. Schmults  
Title: Authorized Officer

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**PELORUS FUND REIT, LLC,**  
a Delaware limited liability company, as  
Administrative Agent, Collateral Agent and a  
Lender

By: "Dan Leimel"  
Name: Dan Leimel  
Title: Managing Member

**OTHER LENDERS:**

**SEVENTH AVENUE INVESTMENTS, LLC,**

By: "Samuel Brill"  
Name: Samuel Brill  
Title: President and Chief Investment Officer

**CRESCO CAPITAL PARTNERS II, LLC,**

By: "Matthew Hawkins"  
Name: Matthew Hawkins  
Title: Managing Partner



**JW PARTNERS, LP,**

By: JW GP, LLC  
Its: General Partner

By: "Jason Klarreich"  
Name: Jason Klarreich  
Title: Authorized Signatory

**JW OPPORTUNITIES FUND, LLC,**

By: "Jason Klarreich"  
Name: Jason Klarreich  
Title: Authorized Signatory

**MOMENTUM CAPITAL GROUP LLC,**

By: "Matthew Sidman"  
Name: Matthew Sidman  
Title: Managing Member

[END OF SIGNATURES]

SCHEDULE 1

Current Pay Taxes\*

Schedule 1 - Current Pay Taxes*		
Address	APN	Total Estimated Unpaid Taxes to Date
909 West Vista Way, Vista, CA 92083	164-091-20-00	\$ 27,827.43
6614 Avenue 304 Visalia, CA 93291	075-300-064-000	\$ 1,784.45
66205 Paul Road, Desert Hot Springs, CA 92240	660-160-035	\$ 67,420.11
26889 Encinal Road, Salinas, CA 93908	800-043-613-000	\$ 100,484.39
26889 Encinal Road, Salinas, CA 93908	800-043-613-500	\$ 207,324.35
900 Cherry Avenue, Greenfield, CA 93927	109-162-020-000	\$ 443,166.81
900 Cherry Avenue, Greenfield, CA 93927	109-162-020-000	\$ 806,693.17
900 Cherry Avenue, Greenfield, CA 93927	109-162-021-000	\$ 178,351.27
900 Cherry Avenue, Greenfield, CA 93927	109-162-022-000	\$ 170,567.38
900 Cherry Avenue, Greenfield, CA 93927	109-162-023-000	\$ 172,860.47
900 Cherry Avenue, Greenfield, CA 93927	109-162-024-000	\$ 47,025.54
900 Cherry Avenue, Greenfield, CA 93927	109-162-025-000	\$ 44,215.78
900 Cherry Avenue, Greenfield, CA 93927	109-162-026-000	\$ 44,359.67
900 Cherry Avenue, Greenfield, CA 93927	109-162-027-000	\$ 44,221.85
900 Cherry Avenue, Greenfield, CA 93927	109-162-028-000	\$ 47,472.11
900 Cherry Avenue, Greenfield, CA 93927	810-015-120-000	\$ 1,343.44
600 Pine Avenue, Greenfield, CA 93927	109-144-007-000	\$ 33,233.96
600 Pine Avenue, Greenfield, CA 93927	800-044-561-000	\$ 668.66
900 Cherry Avenue, Greenfield, CA 93927	800-044-085-000	\$ 17,378.75

*\*The amounts set forth herein are estimates, and final amounts are subject to confirmation by Collateral Agent.*

## SCHEDULE 5.20

### Post-Closing Obligations

1. Borrower shall have paid all personal property taxes due and payable to the applicable County Assessor's Office on or before August 31, 2023, including the amounts totaling \$68,192.42 and any other personal property tax amounts that remain outstanding on such date. Failure to pay the personal property taxes due on August 31, 2023 shall be an immediate Event of Default, with no obligation from Lender to provide notice and no applicable cure period.
2. Borrower shall use commercially reasonable efforts to confirm with each individual county offices that all tax liabilities paid by Lender as of the Tenth Omnibus Amendment Date have been paid in full. Borrower shall provide such confirmation to Lender within thirty (30) days of the Tenth Omnibus Amendment Date.
3. Borrower hereby agrees to pay an additional \$207.75 with the next Interest Period following the Tenth Omnibus Amendment Date, which amount is outstanding due to the change in the Prime Rate to 8.5% as of July 27, 2023.
4. Borrower hereby agrees to pay directly to First Nationwide Title Agency LLC, an AmTrust Financial Company, Invoice No. 5019 in the amount of \$3,000.00 for title searches performed as of July 28, 2023, on or before the Tenth Omnibus Amendment Date.

## SCHEDULE 5.21

Entity	Item	Target Reduction	Estimated Award Date
PMACC	PMACC 2016 Balance in Tax Courts	4,603,826	5/31/2027
San Jose Wellness	Pre-2023 Balance - Applied for PPIA	9,566,487	3/31/2024
Sublime Machining	2023 and Prior Balance - Apply for PPIA	1,903,089	3/31/2025
Urbn Leaf	2023 and Prior Balance - Apply for PPIA	8,483,549	3/31/2026
Loudpack	2023 and Prior Balance - Apply for PPIA	1,594,439	3/31/2026
Urbn Leaf	Estimated Adjustment to Opening Balance Sheet Liabilities	1,143,667	12/31/2023
Loudpack	Estimated Adjustment to Opening Balance Sheet Liabilities	149,476	12/31/2023
STHZ	FIN48 Uncertain Tax Positions	4,302,610	
Subtotal Adjustments		31,747,144	