

BUSINESS LOAN AGREEMENT

This Business Loan Agreement (the "Agreement") is made and entered into to be effective as of the 13th day of June, 2024, by and between TEXAS PARTNERS BANK, A TEXAS STATE BANK DOING BUSINESS AS THE BANK OF SAN ANTONIO (the "Lender") and CELLRIGHT TECHNOLOGIES, LLC (the "Borrower").

WITNESSETH:

Background. Borrower has requested that Lender extend to Borrower a loan in the aggregate amount of TWO MILLION FIVE HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,592,500.00) to finance the purchase of the commercial real estate building located at 1740 Universal City Blvd., Universal City, Texas 78148, and Lender is willing to do so on the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of the promises herein contained, and each intending to be legally bound hereby, the parties agree as follows:

Section I. Definitions

Section 1.1 Terms. The terms defined in this Section 1.1 shall have the respective meanings set forth below for all purposes in this Agreement:

"Advance" means any advance made by the Lender under the Loan.

"Collateral" means any and all property securing repayment of the indebtedness as evidenced by the Security Documents, including all additions thereto, replacements and proceeds, thereof.

"Distributions" means the money or assets that the Borrower pays its members.

"Event of Default" has the meaning provided in Section 5.1.

"Financing Statements" means the UCC Financing Statements by and between Borrower or any other party as debtor in favor of Lender as secured party.

"Indebtedness" means all items of indebtedness, obligation or liability, whether matured, liquidated or unliquidated, direct or contingent, joint or several, of any of Borrower to Lender, whether now existing or hereafter arising, including but not limited to:

- (A) principal of, interest on and all other amounts, payments and premiums at anytime evidenced by or due under the Note, this Agreement, or any other Security Document;
- (B) the future loans and advances made by Lender, at its sole discretion, to Borrower on account of the failure of Borrower to comply with the covenants or agreements contained herein or in any of the Security Documents, including but not limited to advances for taxes, insurance, rent, or repairs to or maintenance or storage of any of the Collateral, and

reimbursement to Lender for all of Lender's expenses and costs, including reasonable fees and expenses of its legal counsel, in connection with the preparation, administration, amendment, modification or enforcement of this Agreement or any of the Security Documents; and

- (C) any modifications, renewals, extensions or increases of any of the foregoing.

"Interest Expense" means the cost incurred by Borrower for borrowed funds.

"Long-Term Debt" means debt that matures in more than one year.

"Maturity Date" as used herein shall be the earlier of the date set forth in the Note, or acceleration of the Indebtedness upon any Event of Default.

"Note" means that one certain promissory note of even date herewith in the original principal amount of TWO MILLION FIVE HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,592,500.00) executed by Borrower and payable to the order of Lender, and any and all renewals, rearrangements, enlargements or extensions of such Note, or of any promissory note or notes given therefore, and any judgments rendered on any of the foregoing.

"Property" means the Premises described as:

- (a) A 2.003 ACRE, OR 87,269 SQUARE FEET MORE OR LESS, TRACT OF LAND OUT OF LOT 32, BLOCK 3, SUPA DOORS ADDITION, RECORDED IN VOLUME 9716, PAGE 105, DEED AND PLAT RECORDS, BEXAR COUNTY, TEXAS. SAID 2.003 ACRE TRACT BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, together with all of the easements, rights of way, privileges, liberties, hereditaments, strips and gores, streets, alleys, passages, ways, waters, watercourses, rights and appurtenances thereunto belonging or appertaining, and all of the estate, right, title, interest, claim or demand whatsoever of the Borrower therein and in the streets and ways adjacent thereto, either in law or in equity (collectively, the "Land");
- (b) The structures or buildings, and all additions and improvements thereto, now or hereafter erected upon the Land, including all building materials and Fixtures (hereinafter defined) now or hereafter forming a part of said structures or buildings, or delivered to the Land and intended to be installed in such structures or buildings (collectively, the "Improvements");
- (c) All systems, devices, machinery, apparatus, equipment, fittings, appliances and fixtures of every kind and nature whatsoever owned by the Borrower and now or hereafter located on the Land or the Improvements, including, but not limited to, all electrical, anti-pollution, heating, lighting, laundry, incinerating, power, air-conditioning, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, communication, garage and cooking systems, devices, machinery, apparatus, equipment, fittings, appliances and fixtures, and all

engines, pipes, pumps, tanks, motors, conduits, ducts, compressors and switchboards, and all storm doors and windows, dishwashers, attached cabinets and partitions not included in the Improvements, but excluding any such systems, devices, machinery, apparatus, equipment, fittings, appliances and fixtures belonging to any tenant of the Land, or belonging to Grantor or Improvements unless they are necessary to the operation of the Improvements (collectively, the "Fixtures");

- (d) Intentionally Deleted
- (e) All leases of the Land, Improvements and Personal Property, or any part thereof, now or hereafter entered into, and all right, title and interest of the Borrower thereunder, including cash or securities deposited thereunder to secure performance by the tenants of their obligations, and, including further, the right to receive and collect the rents thereunder (collectively, the "Leases");
- (f) Intentionally Deleted
- (g) All proceeds from the conversion, whether voluntary or involuntary, of any part of the Land, Improvements or Personal Property into cash or liquidated claims, including insurance proceeds, insurance premium refunds and condemnation awards (collectively, the "Conversion Proceeds");
- (h) All contracts and subcontracts relating to the Land or Improvements and all permits, licenses, franchises, certificates and other rights and privileges obtained in connection with the Land or Improvements (collectively, the "Contracts"); and
- (i) Intentionally Deleted
- (j) Any and all proceeds of every kind or character now owned or hereafter arising from or by virtue of any of the Property herein described.

"Security Documents and/or Loan Documents" means collectively the Note, this Agreement, any and all security agreement, any and all assignments and pledges of collateral and all other documents or instruments evidencing or securing the payment of the Indebtedness.

"Term Loan" and/or "Loan" means the loan to be made pursuant to Section 2.1.

Section 1.2 Other Terms. Other capitalized terms defined elsewhere in this Agreement shall have the meanings described herein.

Section II. Loans and Collateral

Section 2.1 Loan and Use of Loan Proceeds. Subject to the terms hereof, Lender agrees to loan to Borrower TWO MILLION FIVE HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,592,500.00) to finance the purchase of the commercial

real estate building located at 1740 Universal City Blvd., Universal City, Texas 78148.

Section 2.2 Collateral. Lender has received the liens and security interests evidenced by the Security Documents. In addition, as security for the prompt payment of all Indebtedness, whether now existing or hereafter occurring, Borrower hereby assigns, transfers and sets over to Lender all of its right, title, and interest in and to, and grants to Lender a lien on and a security interest in, all amounts that may be owing from time to time by Lender to Borrower, including without limitation any balance or share belonging to Borrower or any deposit or other account of any Borrower with Lender, which lien and security interest shall be independent of and in addition to any right of off-set that Lender has under common law or under this Agreement.

Section 2.3 Conditions. In addition to any other conditions set forth in this Agreement, Borrower shall not be entitled to any advance under this Agreement unless and until Borrower shall have duly executed and delivered to Lender, and Lender shall have reviewed and approved, this Agreement, the Note, the Collateral, current financial statements for Borrower, and any other Security Documents requested by the Lender. In addition, no advance under this Agreement will be made unless at the time of the request for advance or issuance: (i) there shall exist no condition or event constituting an Event of Default, or which, after notice or lapse of time or both, would constitute an Event of Default; (ii) the representations and warranties contained in Section III shall be true and correct as of the date of the request for advance; and (iii) Borrower shall have performed and complied with all other agreements and conditions required as a condition to such advance; and (iv) all of the Security Documents shall have remained in full force and effect. Additional conditions prior to any advance are as follows:

1. Borrower agrees to furnish Lender a Mortgagee Title Policy for a total of at least TWO MILLION FIVE HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,592,500.00); insuring Lender has a valid first lien position on the Property, and showing only those exceptions as may be approved by Lender. Borrower agrees to furnish to Lender, or cause the title company to furnish to Lender, evidence satisfactory to Lender that all items listed on Schedule C of the title commitment issued by the title company in relation to the Loan referenced herein have been disposed of to the satisfaction of the title company and Lender prior to closing. In the event any mechanic's liens have been filed against the Property, Borrower agrees to satisfy and release such liens prior to the closing of this Loan;
2. Borrower has furnished Lender prior to closing with an Environmental Phase I Survey ("Phase I") of the Property and the Improvements (both existing, if any, and proposed) thereon and Lender's obligations under this Agreement are conditioned on review and acceptance of the Phase I. Should the Phase I show that any hazardous materials have been found to be present on the subject property, or to materially threaten the subject property, then this Agreement shall be null and void unless waived in writing by Lender. In the alternative, Borrower may, at Borrower's expense, provide Lender with an environmental insurance policy covering Lender for any liability incurred due to environmental risks;
3. Borrower agrees to furnish Lender with a third party appraisal which is acceptable to Lender;
4. Borrower has provided to Lender a survey or plat of the Property acceptable to

Lender in its sole and absolute discretion, showing, among other things, that the Property is not located within a Flood Zone. In the event the Property is located within a flood zone, Borrower shall provide Lender with evidence of flood insurance acceptable to Lender;

5. Borrower has provided their organizational documents to Lender showing their current structure;
6. Borrower agrees to open and maintain a meaningful depository and operating account(s) with Lender;
7. Borrower has provided Lender with proof of insurance naming Lender as loss payee;
8. Borrower agrees to the Lender's receipt, review and acceptance of a Flood Certificate on the Property;
9. The Property is to remain owner-occupied throughout the term of the loan;
10. Borrower has provided such other information which may have been requested by Lender.

Section III. Representations and Warranties

Section 3.1 Original. To induce Lender to enter into this Agreement, Borrower represents and warrants to Lender as follows:

- (A) **Good Standing.** Borrower is a Delaware limited liability company currently existing, in good standing and duly organized under the laws of the State of Delaware, and has the power to own its property and to carry on its business in each jurisdiction in which it operates.
- (B) **Authority.** Borrower has full power and authority to enter into this Agreement, to make the borrowing hereunder, to execute and deliver the Note and to incur the obligation provided for herein. No consent or approval of any public authority or other person is required as a condition to the validity of this Agreement, the Note, or the Security Documents, and Borrower is in compliance with all laws and regulatory requirements to which it is subject.
- (C) **No Conflicting Agreements.** There are no charter, bylaw, regulation, or other organizational document provisions of Borrower, and no provisions of any existing agreement, mortgage, indenture or contract binding on Borrower or affecting their respective property, which would conflict with or in any way prevent the execution, delivery or carrying out of the terms of this Agreement and the other Loan Documents.
- (D) **Ownership of Assets.** Borrower has good title to any Collateral pledged and the Collateral is owned free and clear of liens, and Borrower, at all times will maintain its tangible property, real and personal, in good order and repair

taking into consideration reasonable wear and tear.

- (E) Taxes. All income taxes and other taxes due and payable by Borrower through the date of this Agreement have been paid prior to becoming delinquent, or are being contested in accordance with applicable law.
- (F) Binding Agreements. This Agreement, the Note, and the Security Documents, when executed and delivered, will constitute valid and binding obligations of Borrower in accordance with their terms.
- (G) Financial Statements. Unless otherwise waived by Lender in writing, Borrower has furnished to Lender their current annual and monthly financial statements, which statements are complete and correct and prepared in accordance with generally accepted accounting principles consistently followed throughout the periods involved; and which fairly represent the financial condition of Borrower as of the date thereof. Borrower represents that there have been no material adverse changes in the condition of Borrower's financial or otherwise, since the date of the statements.
- (H) No Superior Obligations. Unless fully disclosed to Lender in the financial statements presented in connection with obtaining this Loan, Borrower has no obligations owed to third persons which have a priority superior to the Borrower's obligations to Lender.
- (I) No Undisclosed Liabilities. Borrower has no material liabilities, direct or contingent, that are not fully disclosed in the financial statements provided to the Lender in Borrower's obtaining this Loan.
- (J) No Material Misstatements. No information supplied by Borrower in connection with this Loan contains, or will contain, any material misstatement of fact or omit to state a material fact.
- (K) Litigation. No action, suit, or proceeding against or affecting Borrower is pending or, to their knowledge, threatened in any court or before any other governmental agency or department, which involves the possibility of any judgment or liability not fully covered by insurance or which may result in any material adverse change in Borrower's business, or in their condition, financial or otherwise. Borrower is not in default with respect to any order, writ, injunction, or decree of any court or any governmental department or agency.
- (L) Compliance with Other Instruments. Borrower is not knowingly in default in the performance of any obligation, covenant, or condition contained in any agreement to which Borrower is a party concerning the collateral. The execution and delivery of this Agreement and the Security Documents will not violate the provisions of any applicable law, or of any order or regulation of any governmental authority, and will not conflict with or result in a breach of any of the terms of any agreement or instrument to which Borrower is a party or by which they are bound, or constitute a default thereunder concerning the collateral, or result in the creation of a lien, charge, or encumbrance of any nature upon any of its properties or assets.

- (M) Material Facts. No representation or warranty by or with respect to Borrower contained herein or in any certificate or other document furnished by Borrower to Lender contains any untrue statement of a material fact or omits to state a material fact necessary to make such representation or warranty not misleading in light of the circumstances under which it was made.
- (N) Commissions. Borrower has not made any agreement or taken any action that may cause anyone to become entitled to a commission or finder's fee as a result of or in connection with the Loan extended pursuant to this Agreement.
- (O) Compliance with Environmental Laws. Except as disclosed in writing and/or the Phase I or Phase II Environmental Site Assessments delivered to Lender (i) Borrower is conducting its businesses in material compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders, determinations and court decisions, including without limitation, those pertaining to health or environmental matters such as the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (collectively, together with any subsequent amendments, hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous Substance Waste Amendments of 1984 (collectively, together with any subsequent amendments, hereinafter called "RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act; (ii) none of the operations of Borrower is the subject of a federal, state or local investigation evaluating whether any material remedial action is needed to respond to a release or disposal of any toxic or hazardous substance or solid waste into the environment; (iii) Borrower has not filed any notice under any federal, state or local law indicating that Borrower is responsible for the release into the environment, the disposal on any premises in which Borrower is conducting its businesses or the improper storage, of any material amount of any toxic or hazardous substance or solid waste or that any such toxic or hazardous substance or solid waste has been released, disposed of or is improperly stored, upon any premise on which Borrower is conducting its businesses; and (iv) Borrower otherwise does not have any known material contingent liability in connection with the release into the environment, disposal or the improper storage, of any such toxic or hazardous substance or solid waste. The terms "hazardous substance" and "release", as used herein, shall have the meanings specified in CERCLA, and the terms "solid waste" and "disposal", as used herein, shall have the meanings specified in RCRA; provided, however, that to the extent that the laws of the State of Texas establish meanings for such terms which are broader than that specified in either CERCLA or RCRA, such broader meanings shall apply.

Section 3.2 Survival. Each request for an advance of proceeds under the Loan shall constitute a representation at that time by Borrower that the representations and warranties contained in Section 3.1 are true and correct with the same effect as though made at the time of the request. All of the representations and warranties set forth in Section 3.1 and remade under this Section 3.2 shall survive until all Indebtedness has been paid in full and there remains no outstanding commitments of Lender under this Agreement.

Section IV. Covenants of Borrower

Section 4.1 Affirmative Covenants. Borrower does hereby covenant and agree with Lender that so long as any of the Indebtedness remains unsatisfied or any commitments hereunder remain outstanding, Borrower will comply at all times with the following affirmative covenants:

- (A) Payments of Amounts Due. Borrower shall pay the interest and principal on the Note in accordance with the terms hereof and thereof, and will observe, perform, and comply with every covenant, term, and condition required of Borrower under the Note, this Agreement or any other Security Document.
- (B) Payment of Taxes. Upon Lender's request, (which request can only be made after a default by Borrower in paying taxes or insurance premiums as provided herein), Borrower will make an initial deposit in a reasonable amount to be determined by Lender and then monthly payments to a fund for taxes and insurance premiums on the Property. Monthly payments will be made on the payment dates specified in the Note, and each payment will be one-twelfth of the amount that Lender estimates will be required annually for payment of taxes and insurance premiums. The fund will accrue no interest, and Lender will hold it without bond in escrow and use it to pay the taxes and insurance premiums. If Borrower has complied with the requirements of this paragraph, Lender must pay taxes before delinquency. Borrower agrees to make additional deposits on demand if the fund is ever insufficient for its purpose. If an excess accumulates in the fund, Lender may either credit it to future monthly deposits until the excess is exhausted or refund it to Borrower. Before Borrower makes the final payment on the Note, Lender will credit to that payment the whole amount then in the fund or, at Lender's option, refund it after the Note is paid. If this Deed of Trust is foreclosed, any balance in the fund over that needed to pay taxes, including taxes accruing but not yet payable, and to pay insurance premiums will be paid hereunder. Deposits to the fund described in this paragraph are in addition to the payments provided in the Note. In the event Borrower defaults in the payment of the taxes or insurance premiums required by Lender to be made hereunder, Borrower agrees, upon the request of Lender, to immediately make an initial deposit as provided in this section.

The following is the paragraph that I requested be replaced from Section the deed of trust (note: this is a direct copy – names of parties have not been replaced – one additional comment is noted):

To protect the title and possession of the Property and to pay, prior to delinquency, all applicable taxes, assessments, and other governmental, municipal or other public dues, charges, fines or impositions, now existing or hereafter levied or herein created, as a first and prior lien on the Property, including any improvements hereafter made a part of the realty, except as to any prior liens expressly referred to herein. Grantor shall deliver to Beneficiary, on or before the date prescribed by, or requested by Beneficiary, paid receipts evidencing payment of same. (If no date is prescribed by or requested by Beneficiary, then said paid tax receipts shall be due within thirty (30) days after request therefore by Beneficiary.) If a

tax and insurance escrow provision is included in this Deed of Trust, at the Beneficiary's option, such provision shall control over this provision. Grantor further agrees to furnish to the Beneficiary while any portion of the indebtedness secured hereby remains unpaid, true, correct, and legible copies of any county appraisal district valuations of all or any portion of the subject property, on or before the date prescribed by, or requested by Beneficiary. (If no date is prescribed or requested by Beneficiary, then said paid tax receipts shall be due within thirty (30) days after requested by Beneficiary);

- (C) Information and Inspection. Borrower will furnish to Lender from time to time upon the request of Lender full information pertinent to any covenant, provision, or condition hereof or any of the Security Documents, or to any matter in connection with Borrower's business, and at all reasonable times and as often as Lender may reasonably request to verify the accuracy of rent rolls and financial statements previously provided, , to visit and inspect at the expense of Lender any of its books, and to make extracts therefrom, and to discuss Borrower's affairs, finances, and accounts with its officers, agents and attorneys.
- (D) Inspection of Collateral. Borrower shall permit the Lender (through its employees or contractors) to inspect the Collateral (or any other property of the Borrower) from time to time, upon reasonable notice (provided that during the pendency of an Event of Default, no such notice shall be required).
- (E) Change of Location. Borrower shall give Lender prior written notice of the change of the location of the Borrower's principal place of business operations, or of the addition of business locations for the Borrower.
- (F) Intentionally Deleted
- (G) Adverse Change. Borrower will promptly notify Lender of any material adverse change in the financial condition of any Borrower that affects Borrower's ability to meet any of its obligations to Lender, of the occurrence of an Event of Default hereunder, or of the filing of any suit or proceeding, in which an adverse decision could have a material adverse effect upon any Borrower and/or Borrower's business.
- (H) Use of Proceeds. Borrower shall use the proceeds of the Loan only in the ordinary course of its business.
- (I) Maintain Security Interest of Lender. Borrower shall furnish to Lender, upon Lender's request, such documents as Lender may at any time reasonably deem necessary or desirable to perfect and maintain Lender's security interest in the Collateral.
- (J) Maintenance. Borrower shall maintain the Collateral in good condition and repair and make all necessary replacements thereof, and preserve and maintain all licenses, privileges, franchises, certificates and the like relating to the Property.
- (K) Cooperate with Lender. Borrower shall cooperate at all times through its officers, agents and employees with Lender and the audit representatives, accountants,

attorneys or custodians of Lender with respect to this Agreement and the Security Documents and all actions contemplated or permitted hereunder.

- (L) Hazard Insurance. Borrower agrees to insure and keep insured all property pledged as collateral against loss or damage by fire, or windstorm or any other hazard, and extended coverage, as may be reasonably required from time to time by Lender, to the extent of the original amount of the Indebtedness secured hereby, or to the extent of the full insurable value of such property, whichever is the lesser, in such form and in such insurance company or companies as may be approved by Lender. Such policy or policies of insurance shall be delivered to Lender, after having been endorsed by loss payable or mortgage indemnity clauses, as Lender may direct. All renewals of such policies shall be delivered to Lender at least thirty (30) days before any such policy or policies expire, and any sums which may become due under such policy or policies may be applied by Lender, at its option, to reduce Borrower's debt, or Lender may permit Borrower to use such proceeds to repair or replace the improvements damages or destroyed. If Lender elects to permit Borrower to use such proceeds to repair or replace the improvements, then the proceeds shall be placed in escrow (at Borrower's expense) to be advanced by Lender to repair or replace the property damaged or destroyed, and any excess over that required to fully repair or replace the property damaged or destroyed shall be applied by Lender to reduce Borrower's debt.
- (M) Liability Insurance. Borrower agrees to obtain and furnish to Lender, certificates of insurance reflecting protection for public liability and for such other insurance protection for loss, damage or injury which might reasonably be expected to occur in the operation of the improvements located on the subject property pledged as Collateral under this Loan. All certificates shall reflect such insurance is for the benefit of Lender primarily with respect to other insurance carried by Lender and provided that there shall be no material change in or cancellation of the policies until Lender shall have been given thirty (30) days written notice of the contemplated change or cancellation. The insurance coverage represented by all such certificates, shall be maintained by Borrower at all times while the Note remains unpaid and shall not limit in any way the liabilities of Borrower to Lender. Borrower shall be solely responsible for deductible assumptions or retentions under any such insurance policies and all losses, damages or liability in excess of or not covered under such policies. Such insurance policies should name as the insured the Borrower and Lender and any other entities which Lender reasonably feels should be included in such insurance program as the named insured.
- (N) Financial Covenants. Borrower agrees to furnish or cause to be furnished to Lender, annual financial statements within forty-five (45) days from the end of each fiscal year. Such financial statements to include, but not be limited to Borrower's balance sheet, cash flow statement, profit and loss statement and contingent liability statement of the Borrower, prepared in accordance with generally accepted accounting practices consistently applied. Such financial statements shall be sworn to by Borrower and may be prepared "in-house" by a representative of Borrower but, at Lender's option, shall be reviewed by an independent certified public accountant for compliance herewith, all at Borrower's expense.

Borrower agrees to furnish to Lender the annual income tax returns (including all accompanying schedules and all related K-1's) of Tissue Regenix Holdings, Inc. within thirty (30) days of filing while any portion of the Indebtedness secured hereby remains unpaid; provided, however, that if Tissue Regenix Holdings, Inc. shall request an extension of time within which to file its annual income tax return, then Lender shall be furnished a copy of the request for extension filed with the IRS by April 15 of the year in which the return is due, and a copy of the income tax return shall be furnished to Lender within thirty (30) days after the extended deadline for filing the return.

In the event of default by Borrower and so long as such default continues, Lender reserves the right to from time to time request additional financial information of Borrower.

- (O) Compliance Certificate. Beginning December 31, 2024, Borrower shall deliver to Lender, within forty-five (45) days of the end of each calendar year end, an annual compliance certificate, prepared, signed, and dated by an officer of the Borrower stating that the Borrower is in compliance with all covenants of the Loan.
- (P) Minimum Post-Distribution Debt Service Coverage Ratio. Borrower to maintain a Minimum Post-Distribution Debt Service Coverage Ratio at or above 1.0X, tested annually on a year-to-date basis beginning with the period ending December 31, 2024.

Minimum Post-Distribution Debt Service Coverage Ratio is defined as: (Net Income plus Depreciation, plus Amortization, plus Interest Expense, less Distributions plus share-based payments) divided by (Current Maturities of Long-term Debt plus Interest Expense).

If the Borrower fails to meet the requirement set forth by the Post-Distribution Debt Service Coverage Ratio, the Borrower shall have the option to cure ("Option to Cure") such condition by depositing into a controlled account with Lender an amount equal to the additional income that would be necessary for the Borrower to obtain the required Debt Service Coverage Ratio for a period of 6 months ("Debt Reserve"). The funds in the Debt Reserve may only be used to make principal and interest payments under the Note based on a payment of 1/6th of the amount in the account each month. Borrower shall make additional payments to the Debt Reserve necessary to maintain a 3-month reserve at all times until the projection achieves the required Post-Distribution Debt Service Coverage Ratio. Lender shall release the Debt Reserve upon the project achieving the required Post-Distribution Debt Service Coverage Ratio.

Borrower agrees that if an Option to Cure the Post-Distribution Debt Service Coverage Ratio occurs, a ONE QUARTER OF ONE PERCENT (.25%) cure fee will be due on the outstanding Note balance.

- (Q) Distributions and Dividends. Borrower shall not pay dividends or distributions to Borrower's parent company and/or related parties and/or affiliates if such

payments would cause the Borrower to fail to maintain the 1.0X Minimum Post-Distribution Debt Service Coverage Ratio that is calculated on a year-to-date basis.

- (R) ACH Automatic Debit. Borrower will make the monthly installments payable to Lender under the Note by automatic payment through Account No. 5063508 established with Lender. If a payment due date falls on a Saturday, Sunday, or legal holiday under Federal law or the laws of the State of Texas, or on a day that Lender is closed for business, then such payment date will be automatically extended to, and payment deducted on, the next day which is not a Saturday, Sunday or legal holiday, or day that Lender is closed for business.
- (S) Subordination Clause. In the event Borrower is not a natural person, Borrower agrees that all indebtedness owed by Borrower to any principals or stockholders of Borrower will be and remain subordinate and inferior to all Indebtedness owed to Lender, and any liens and security interests securing any such indebtedness to any such principal or guarantor shall be and remain subordinate and inferior to the liens and security interests in favor of Lender, and Borrower agrees to provide to Lender such subordination agreements as Lender may require, in form and substance satisfactory to Lender. Such subordination agreements shall provide, among other things that no payment shall be made on any such subordinated debt owed to any such principal so long as there exists an event of default on the Note or any document or instrument executed in connection with or securing the Note.
- (T) Company Debt. Throughout the term of the Loan, any present or future indebtedness of Borrower to any members or managers of Borrower shall be subordinate to the Loan. Subordination agreement(s) in form and content acceptable to Lender subordinating all existing indebtedness to any members or managers of Borrower may be required prior to the closing of the Loan or at any other time subsequent to said closing at Lender's sole discretion.
- (U) Waiver of Distraint Rights. Lender reserves the right to require Borrower's landlord, if any, to waive its rights of distraint for rent on all collateral offered as security for the Loan by Borrower on forms approved by Lender.
- (V) Loan Costs and Fees. Borrower hereby agrees to pay all reasonable costs and fees in connection with the consummation of the Loan provided for herein, regardless of whether or not the Loan closes.

Section 4.2 Negative Covenants. Borrower does hereby covenant and agree with Lender that so long as any of the Indebtedness remains unsatisfied or any commitments hereunder remain outstanding, Borrower will comply at all times with the following negative covenants:

- (A) Borrower's Assets. Borrower agrees that so long as any of the Indebtedness is unpaid, Borrower will not pledge, grant a security interest in, hypothecate, convey, assign or transfer the assets described in the Security Documents and any and all additions, accessions, replacements and improvements thereto save

and except a second lien on such assets evidenced by a deed of trust of even date herewith in which Universal City Business Park, LLC is the beneficiary.

- (B) Indebtedness and Liens. Throughout the term of the Loan, Borrower shall not, without the prior written consent of Lender, (1) except for debt incurred in the normal course of business and Indebtedness to Lender contemplated by this Agreement, create, incur or assume additional indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens as defined hereinafter), or (3) sell with any recourse any of Borrower's assets, save and except a second lien on the Property evidenced by a deed of trust of even date herewith which Universal City Business Park, LLC is the beneficiary.

"Permitted Liens" are defined as (1) liens and security instruments securing Indebtedness owed by Borrower to Lender, (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith, (3) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent, (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the previous paragraph, (5) liens and security interest which, as of the date of this Agreement, have been disclosed to and approved by Lender in writing, (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

- (C) Transfer of Liens. Throughout the term of the Loan, Borrower shall not, without the prior written consent of Lender, except as expressly stated hereafter, fail to continue to own all of Borrower's assets, except for routine transfers, use or depletion in the ordinary course of Borrower's business. Borrower agrees not to create or grant to any person, except to Lender, any lien, security interest, encumbrance, cloud on title, mortgage, pledge or similar interest in any of Borrower's property, even in the ordinary course of Borrower's business. Borrower agrees not to sell, convey, grant, lease, give, contribute, assign, or otherwise transfer any of Borrower's assets, except for sales of inventory or leases of goods in the ordinary course of Borrower's business. All Permitted Liens as defined hereinabove are expressly exempted from the foregoing restrictions.
- (D) Sale of Assets. Borrower agrees that Borrower will not sell, transfer, or otherwise dispose of any of its assets or the Collateral pledged as security for the Indebtedness, or enter into any arrangement accomplishing substantially the same purpose, except in the ordinary course of Borrower's business, without the prior written consent of Lender.
- (E) Change in Ownership. Borrower will not enter into any investments, mergers, consolidations, partnerships, joint ventures, make any loans, make any

advances, acquisitions, or redeem any of its ownership interests, however evidenced, without the prior written consent of the Lender.

- (F) Continuity of Operations. Throughout the term of the Loan, Borrower shall not, without the prior written consent of Lender, (1) engage in any business activities substantially different than those in which Borrower is presently engaged, and (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell Collateral out of the ordinary course of business.
- (G) Loans. Throughout the term of the Loan, Borrower shall not, without the prior written consent of Lender, make any loans, advances or extensions of credit to any person or entity that is secured by the Property.
- (H) Loans, Acquisitions and Guaranties. Throughout the term of the Loan, Borrower shall not, without the prior written consent of Lender, (1) except as expressly stated hereafter, loan, invest in or advance money or assets, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of its business.
- (I) Sale of Property. Borrower will not sell, transfer, or otherwise dispose of any of the Collateral unless expressly allowed pursuant to the provisions hereof without the prior written consent of Lender unless the proceeds from the sale payoff Borrower's indebtedness with Lender.
- (J) Encumbrances. Borrower will not permit any liens on the Collateral without prior written consent of Lender.

Section V. Default

Section 5.1 Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

- (A) The failure to pay when due any installment of principal or interest or fee payable hereunder or under the Note or any security agreement, and the failure to cure the same within ten (10) days after receipt of written notice from Lender; or
- (B) The failure to observe or perform any obligation, covenant or agreement under this Agreement or any other Security Document (other than a covenant to pay money to Lender); and the failure to cure the same within thirty (30) days after receipt of written notice from Lender unless Borrower is diligently pursuing to cure the default; or
- (C) If any financial statement, representation or warranty heretofore or hereafter made in writing by or on behalf of Borrower in connection with this Agreement shall prove to have been false or incorrect in any material respect on the date on or as of which made; or
- (D) If Borrower should:

- (i) commence any case, proceeding or other action seeking an order for relief as a debtor, reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any state or federal law relating to bankruptcy, insolvency, reorganization or relief of debtors; or
 - (ii) admit in writing its inability to pay its debts as they become due; or
 - (iii) make a general assignment for the benefit of its creditors; or
 - (iv) seek, consent to or not contest the appointment of a receiver or trustee for itself or for all or any part of its property; or
 - (v) be adjudicated as bankruptcy or insolvent under any federal or state law; or
 - (vi) suffer the entry of a court order under any federal or state law appointing a receiver or trustee for all or a major part of its property or ordering the winding up or liquidation of its affairs, or approving a petition filed against it under the United States Bankruptcy Code, as now or in the future amended, which order, if not consented to by it, shall not be vacated, denied, set aside, or stayed within 60 days from the date of entry.
- (E) If all or any part of the Property (or an interest therein) is sold, transferred or conveyed by Borrower without Lender's prior written consent. (Lender shall have waived such option to accelerate if, prior to any sale, transfer or conveyance, Lender and the person to whom the property is to be sold, transferred or conveyed reach an agreement in writing that the credit of such person is satisfactory to Lender, in which case, Lender shall also have the option of changing the interest rate and the amount of the payments of the Note secured by the Deed of Trust. The Property shall be considered "sold, transferred or conveyed" if the Property, or any interest therein is (a) sold under a contract of sale, contract for deed, or other similar conveyance of legal or equitable title; or (b) leased with an option to purchase.); or
- (F) If all or any part of the Property is mortgaged, pledged, hypothecated or otherwise encumbered by Borrower without Lender's prior written consent; or
- (G) The holder of any lien or security interest on the Property institutes foreclosure or other proceedings for the enforcement of its remedies thereunder; or
- (H) The dissolution, liquidation, merger or other similar event affecting Borrower; or
- (I) A change in ownership or control of Borrower is made without the prior written consent of Lender; or
- (J) Intentionally Deleted
- (K) A default by Borrower under the terms of any other loan with Lender.

(L) Intentionally Deleted.

Section 5.2 Remedies Upon Default. Upon the occurrence of an Event of Default, Lender shall have, in addition to the rights and remedies given to Lender under this Agreement and the Security Documents, all those allowed by all applicable laws, including without limitation the Uniform Commercial Code of the State of Texas. Without limiting the generality of the foregoing, Lender may proceed to protect and enforce its rights by any appropriate proceeding, whether for specific performance of any covenant or agreement contained in this Agreement or the Security Documents, or in aid of the exercise of any power granted herein or therein, or may proceed to enforce the payment of the Indebtedness due to Lender. All rights, remedies, or powers hereby conferred upon Lender shall be deemed cumulative and not exclusive of any other rights, remedies, or powers available. No delay or omission to exercise any right, remedy or power shall impair the right, remedy or power or shall be construed to be a waiver of any Event of Default or an acquiescence therein. Any right, remedy, or power may be exercised from time to time, independently or concurrently, and as often as shall be deemed expedient. No waiver of any Event of Default shall extend to any subsequent Event of Default. No single or partial exercise of any right, remedy or power shall preclude other or further exercise by the holder of the debt.

Section 5.3 Acceleration. Upon the occurrence of an Event of Default, Lender or any other holder of the Note, at any time (unless all defaults shall theretofore have been waived in writing by Lender), without notice to Borrower, may declare the unpaid principal and interest of the Note immediately due and payable, together with any other debt owed by Borrower to Lender, and such principal and interest shall thereupon be immediately due and payable, without presentment, demand, protest, notice of protest, notice of intent to accelerate, notice of acceleration, or other notice of any kind, all of which are hereby expressly waived by Borrower. Lender shall have no obligation to make further advances to Borrower after the happening of an Event of Default or an event which with notice or lapse of time or both may become an Event of Default hereunder. All past due debt, principal and interest shall bear interest at the default rate of interest provided in the Note.

Section 5.4 Intentionally Deleted

Section VI. Miscellaneous

Section 6.1 Place of Payment of Note. All sums payable to Lender hereunder shall be paid at 1900 NW Loop 410, San Antonio, Texas 78213, or such other place as Lender may designate.

Section 6.2 Notices. All notices, requests, consents, and demands shall be in writing and shall be mailed by certified or registered mail, return receipt requested, postage prepaid, to the address of Lender and Borrower, respectively, at the following addresses:

If to Lender:

TEXAS PARTNERS BANK, A TEXAS STATE BANK
DOING BUSINESS AS THE BANK OF SAN ANTONIO
1900 NW LOOP 410
SAN ANTONIO, TX 78213

If to Borrower:

CELLRIGHT TECHNOLOGIES, LLC
1808 UNIVERSAL CITY BLVD
UNIVERSAL CITY, TEXAS 78148

Any party may change its address for notice purposes upon giving thirty (30) days prior written notice thereof in accordance with this Section. All notices mailed as above provided shall be deemed to be effective and received upon its deposit in the custody of the U.S. Postal Service, and all other written notices shall be effective upon actual receipt.

Section 6.3 Survival of Agreements. All prior covenants, agreements, representations, and warranties made by the parties hereto which do not contradict the terms of this Agreement, shall survive the execution and delivery of this Agreement. All statements contained in any certificate or other instrument delivered by Borrower hereunder shall be deemed to constitute representations and warranties made by Borrower.

Section 6.4 Cumulative Rights and No Waiver. Each and every right granted to Lender hereunder or under any other Loan Document, or allowed it by law or equity shall be cumulative of and may be exercised in addition to any and all other rights of Lender, and no delay in exercising any right shall operate as a waiver thereof, nor shall any single or partial exercise by Lender of any right preclude any other or future exercise thereof or the exercise of any other right. Any of the foregoing covenants and agreements may be waived by Lender but only in writing signed by a Vice President or higher level officer of Lender. Borrower expressly waives any presentment, demand, protest or other notice of any kind.

No notice to or demand on Borrower in any case shall, of itself, entitle Borrower to any other or further notice or demand in similar or other circumstances. No delay or omission by Lender in exercising any power or right hereunder shall impair any such right or power or be construed as a waiver thereof or any acquiescence therein, nor shall any single or partial exercise of any such power preclude other or further exercise thereof, or the exercise of any other right or power hereunder.

Section 6.5 Parties in Interest. All prior covenants, agreements, representations, and warranties made by the parties hereto which do not contradict the terms of this Agreement, shall survive the execution and delivery of this Agreement. All statements contained in any certificate or other instrument delivered by Borrower hereunder shall be deemed to constitute representations and warranties made by Borrower.

Section 6.6 Construction. The provisions of this Agreement shall be in addition to those of the Security Documents and any other guaranty, pledge, security agreement, note or other evidence of liability now or hereafter held by Lender, all of which shall be construed as complimentary to each other. Nothing herein contained shall prevent Lender from enforcing any or all Security Documents, pledge, security agreements, notes, or other evidence of liability in accordance with their respective terms. The section headings of this Agreement are inserted for convenience of reference only and shall in no way alter, modify or define or be used in construing the text of such sections. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Section 6.7 Severability. If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and, to this end, the provisions hereof are severable.

Section 6.8 Entire Agreement. THIS AGREEMENT AND SECURITY DOCUMENTS REFERENCED HEREIN EMBODY THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES AND SUPERSEDES ALL PRIOR AGREEMENTS AND UNDERSTANDINGS RELATING TO THE SUBJECT MATTER HEREOF, AND MAY BE AMENDED ONLY BY A WRITING SIGNED ON BEHALF OF EACH PARTY.

Section 6.9 Governing Law. This Agreement and the Note shall be deemed contracts made under the laws of the State of Texas, and shall be construed and enforced in accordance with and governed by the laws of the State of Texas, particularly, Title 4, Subtitle A of the Finance Code as applicable to commercial loans, subject, however, to the effect of applicable federal law. To the maximum lawful extent, the parties intend to exclude Subtitle B, and particularly Chapter 346, of the Finance Code, as amended, such chapters dealing primarily with consumer lending. Unless changed in accordance with law, or otherwise provided in the Note, the applicable rate ceiling under Texas law shall be the weekly rate ceiling from time to time in effect as provided. This Agreement and the Note are given for the Borrower's business and commercial purposes, and in no event for personal, family or household use or agricultural use.

Section 6.10 Counterparts. This Agreement may be executed simultaneously in several counterparts, all of which together shall constitute one and the same instrument.

Section 6.11 Expenses. Borrower shall pay for all fees associated with the Loan, including, but not limited to engineering fees, lien search fees, and recording fees. Borrower will pay reasonable legal fees for the preparation and/or review of documents by Lender's designated attorneys and fees incurred in connection with the preparation and review of title opinions, if any, by Lender's designated attorneys.

Section 6.12 Document Correction. Borrower agrees that, should any document be lost or misplaced, misstated, or inaccurately reflect the true and correct terms and conditions of the Loan, upon the request of Lender, Borrower will comply with Lender's reasonable request to execute, acknowledge, initial, and deliver to Lender any documentation Lender deems necessary to replace or correct the lost, misplaced, misstated, or inaccurate documents. Borrower agrees to comply with Lender's reasonable request to supply additional documentation and/or to pay Lender any additional sums previously disclosed to Borrower as a cost or fee associated with the Loan which for whatever reason was not collected at closing. Failure to comply with this paragraph shall be an event of default under the Note and the Security Documents, at the election of Lender.

Section 6.13 Waiver. Neither the failure nor any delay on the part of Lender to exercise any right, power or privilege herein or under any of the other Loan Documents will operate as a waiver thereof, nor will any single or partial exercise of such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

THE BORROWER HEREBY IRREVOCABLY WAIVES ANY OBJECTIONS THAT THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT BROUGHT IN ANY OF SAID COURTS AND HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.


FURTHER, THE BORROWER HEREBY IRREVOCABLY WAIVES ANY RIGHT GRANTED BY STATUTE, RULE OR COURT OR OTHERWISE TO HAVE SUCH SUIT, ACTION, PROCEEDING, OR ISSUE TRIED BY A JURY. THE BORROWER HAS WAIVED THE RIGHT TO TRIAL BY JURY KNOWINGLY AND VOLUNTARILY AND SUCH WAIVER SHALL BE INTERPRETED TO ENCOMPASS INDIVIDUALLY AND COLLECTIVELY EACH INSTANCE AND EACH INSTANCE AS TO WHICH THE RIGHT TO TRIAL BY JURY MIGHT OTHERWISE OCCUR. THE BORROWER HEREBY AGREES THAT THE LENDER MAY INCLUDE A COPY OF THIS PARAGRAPH IN ANY PLEADING OR OTHER DOCUMENTATION IN ORDER TO EVIDENCE THE WAIVER PROVIDED HEREUNDER.

EXECUTED to be effective on the date first written above.

BORROWER:

CELLRIGHT TECHNOLOGIES, LLC,
a Delaware limited liability company

BY:


DANIEL LEE, President US Operations

LENDER:

TEXAS PARTNERS BANK, A TEXAS STATE BANK
DOING BUSINESS AS THE BANK OF SAN ANTONIO

BY:


MICHAEL USSERY, Executive Vice President


METES AND BOUNDS DESCRIPTION
FOR

A 2.003 acre, or 87,268 square feet more or less, tract of land out of Lot 32, Block 3, of Supa Doors Addition recorded in Volume 9716, Page 105, of the Deed and Plat Records of Bexar County, Texas. Said 2.003 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83, CORS 1996, with distances and areas based on said Supa Doors Addition:

COMMENCING: At a set ½" iron rod with a yellow cap marked "Pape-Dawson" at the southernmost west corner of said Lot 32, at the south corner of Lot 6, Block 1, of Northlake Commercial Unit 1 recorded in Volume 9581, Page 177 of said Deed and Plat Records, and on the northeast right-of-way line of Universal City Blvd., an 86 foot public right-of-way, recorded in Volume 9523, Page 220, of said Deed and Plat Records;

THENCE: N 59°27'04" E, departing the northeast right-of-way line of said Universal City Blvd., with a northwest line of said Lot 32, and with the southeast line of said Lot 6, a distance of 287.93 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at a reentrant corner of said Lot 32, at the east corner of said Lot 6, and being the POINT OF BEGINNING of the herein described tract;

THENCE: N 30°34'59" W, with a southwest line of said Lot 32 and with the northeast line of said Lot 6, at a distance of 144.94 feet passing a found ½" iron rod with a cap marked "BROWN" at the north corner of said Lot 6 and at the east corner of Lot 5, Block 1, of said Northlake Commercial Unit 1, and continuing with a southwest line of said Lot 32 and with the northeast line of said Lot 5, for a total distance of 200.01 feet to a found ½" iron rod at the northernmost west corner of said Lot 32 and at the south corner of a called 13.746 acre tract of land recorded in Volume 18334, Page 1973, of the Official Public Records of Bexar County, Texas;

THENCE: N 59°24'49" E, departing the northeast line of said Lot 5, with the northwest line of said Lot 32, and with the southeast line of said 13.746 acre tract, a distance of 388.60 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at the north corner of said Lot 32 and at the northernmost west corner of Lot 31, Block 3, of said Supa Doors Addition;

THENCE: S 30°35'11" E, departing the southeast line of said 13.746 acre tract, with the northeast line of said Lot 32, and with a southwest line of said Lot 31, a distance of 98.50 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" at the easternmost corner of said Lot 32 and at a reentrant corner of said Lot 31;

THENCE: S 17°45'52" W, with the southeast line of said Lot 32 and with a northwest line of said Lot 31, a distance of 309.66 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", from which a set ½" iron rod with a yellow cap marked "Pape-Dawson" at the southeast corner of said Lot 31 and at a reentrant corner of said Lot 31, bears S 17°45'52" W, a distance of 429.06 feet;

THENCE: Departing a northwest line of said Lot 31, over and across said Lot 32, the following bearings and distances:

N 72°14'08" W, a distance of 49.46 feet to a set MAG nail with a washer marked "Pape-Dawson";

N 55°16'39" W, a distance of 7.23 feet to a set MAG nail with a washer marked "Pape-Dawson";

S 59°24'49" W, a distance of 83.01 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 62°49'59" W, a distance of 71.83 feet to the POINT OF BEGINNING and containing 2.003 acres in Bexar County, Texas. Said tract being described in conjunction with a survey made on the ground and a survey map prepared under job number 6370-06 by Pape-Dawson Engineers.