

## **SECURITIES PURCHASE AGREEMENT**

This SECURITIES PURCHASE AGREEMENT (this “Agreement”), dated as of March 27, 2023, is entered into by and among THA LIGHTS GLOBAL, INC. (“Buyer”), on the one hand, and DANIEL ALVAREZ (“Alvarez”) and DAVID FERNANDEZ (“Fernandez”, together with Alvarez, the “Sellers”), on the other hand.

### **RECITALS**

WHEREAS, each Seller is a Member of Sandy Boys, LLC, a Delaware limited liability company (the “Company”), and each Seller is the legal and beneficial owner of Twenty Percent (20%) of the issued and outstanding Membership Interests of the Company (the “Securities”) (and thus, for clarity, the Securities in the aggregate represent Forty Percent (40%) of the issued and outstanding Membership Interests of the Company); and

WHEREAS, Buyer is a Member of the Company, and each Seller desires to sell and transfer all of such Seller’s right, title, and interest in and to such Seller’s Securities to Buyer, and Buyer desires to purchase and acquire all of each Seller’s right, title, and interest in and to such Seller’s Securities, pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and reasonable equivalency of which are hereby acknowledged, the parties hereto agree as follows:

### **AGREEMENT**

1. Incorporation of Preamble and Recitals. The above preamble and recitals are hereby incorporated by reference into and made a part of this Agreement.

2. Sale and Purchase of Securities. Subject to the terms and conditions set forth herein, each Seller hereby agrees to sell, assign, transfer, and deliver to Buyer, and Buyer hereby agrees to purchase from the Sellers, such Sellers’ entire right, title, and interest in and to the Securities, free and clear of any liens, restrictions, encumbrances, charges, security interests, and adverse claims of every kind (collectively, “Liens”), for a purchase price equal to Six Hundred Thousand Dollars (\$600,000) (the “Purchase Price”). The closing of the purchase and sale of the Securities (the “Closing”) shall occur on March 27, 2023, or such other date as may be mutually agreed by the parties in writing (the “Closing Date”), provided that the Purchase Price shall be paid by Buyer as follows: (i) Three Hundred Thousand Dollars (\$300,000) on or prior to the Closing Date (the “Closing Payment”), and (ii) Three Hundred Thousand Dollars (\$300,000) on or prior to the first anniversary of the Closing Date (the “Second Payment”), in each case by check or wire transfer of immediately available funds to an account designated in writing by Sellers. The parties hereby acknowledge and agree that the Purchase Price and the other consideration provided for herein shall constitute full, adequate, and final consideration for the Securities, and that no Seller shall be entitled to any other compensation or consideration in exchange for or in respect of the Securities. For the avoidance of doubt, subject to the terms of this Agreement, the Purchase Price shall be allocated and paid by Buyer as follows: each Seller shall be entitled to receive Fifty Percent (50%) of the Closing Payment and Fifty Percent (50%) of the Second Payment. Each Seller hereby irrevocably and unconditionally waives any and all preemptive rights and other similar rights to purchase the Securities of the other Seller, and the

giving or receipt of any such notice and other similar rights that such Seller has or may have with respect to the transactions contemplated hereunder, and each Seller hereby expressly consents to the other Seller's sale of Securities to Buyer hereunder. Each Seller agrees that, subject to the Closing, from and after the Closing Date, all of such Seller's right, title, and interest in and to any and all payments pursuant to that certain Letter of Direction, dated August 2, 2018, from Sandy Boys, LLC to Sony Music Entertainment, is hereby assigned to Buyer, and each Seller covenants to comply with all requests of Buyer to formally effect such assignment with Sony Music Entertainment and to promptly execute and deliver all documents presented by Buyer or Sony Music Entertainment for or in connection with that purpose, including but not limited to executing that certain Letter of Direction to Sony Music Entertainment attached hereto as Exhibit A and delivering same to Buyer at Closing.

3. Resignations. Each Seller hereby resigns from any and all positions that such Seller may hold with the Company effective as of the Closing Date, including but not limited to the positions of Manager, President, and Chief Executive Officer.

4. Withdrawal; Waiver. Effective upon Closing, each Seller shall cease to be a member of the Company, and shall cease to be a party to the Company's Operating Agreement, if any. Each Seller hereby expressly waives and releases any claim that such Seller may have or claim to have for any form of dividends, distributions, salary, or other compensation from the Company, or for increased dividends, distributions, salary, or other compensation from the Company, for the current year and any and all prior years or other periods. Each Seller hereby acknowledges that such Seller is not owed or entitled to any benefits for any period during which such Seller was a member, manager, shareholder, director, officer, employee, consultant, or agent of the Company, if any, and hereby waives any and all such obligations and entitlements that may exist as of the Closing Date. Upon Closing, Seller shall have no further rights or privileges in respect of the Securities.

5. Transition. Promptly following execution hereof, each Seller covenants to provide or return to Buyer and/or the Company all files, credit cards, keys, instruments, documents, passwords, bank account information, equipment, and all other materials, information, or property owned or provided by the Company or Buyer to such Seller. The parties further covenant to cooperate to remove each Seller as a party with signing authority over any and all bank and other accounts of the Company and to cause each Seller to be disassociated with any such accounts or to have such accounts closed, at Buyer's and/or the Company's discretion. Each Seller expressly acknowledges that, as between such Seller and the Company, the Company has all right, title, and interest in and to all intellectual property belonging to or used by the Company in its business, all related or associated trademark applications and registrations, copyrights, licenses, brands, logos, designs, rights to the Company's URL and all associated websites' URLs and all content thereon, all source code and source material relating thereto, all telephone numbers and related accounts associated with the Company's business, all email accounts and related accounts associated with the Company's business, and all usernames and passwords associated with the maintenance and/or proper operation of all of the foregoing, and each Seller covenants to cooperate in good faith to promptly and fully transition all of the foregoing to Buyer or the Company, as applicable (as requested or required by Buyer) no later than thirty (30) days following the Closing Date. Each Seller covenants that such Seller shall not directly or indirectly use the Company's name, logo, or brand (or any substantially or

confusingly similar names, logos, or brands) for any reason, including but not limited to conducting any business under or in connection with such names, logos, or brands.

6. Tax Matters. The parties agree that the value of the Securities as of the Closing Date is equal to the Purchase Price, and no party hereto shall take any action or position (including on any tax or information return) inconsistent with such agreement unless otherwise required pursuant to a “determination” as defined in Section 1313 of the Internal Revenue Code of 1986, as amended. For purposes of determining each Seller’s allocable share of the Company’s taxable income, gain, loss, and deduction for the Company’s tax year that includes the Closing Date, the Company shall use the “interim closing of the books” method described in the Treasury Regulations under Code Section 706, based on a closing of the books as of the end of the day on the Closing Date. No Company items shall be allocated to such Seller for any taxable year or portion thereof beginning after the Closing Date.

7. Termination. Sellers may terminate this Agreement upon written notice to Buyer in the event that Buyer fails to timely pay the Second Payment in full to Sellers on or prior to the first anniversary of the Closing Date. Buyer may terminate this Agreement upon written notice to Sellers in the event that Stanley Gabart and Javier Sang have not fully executed and thereby entered into an Operating Agreement for the Company with Buyer on or prior to the first anniversary of the Closing Date. In the event of either such termination, each Seller shall refund to Buyer the full amount of that portion of the Closing Payment and/or Second Payment paid to such Seller by Buyer within one (1) business day following such termination, and thereupon each such Seller shall have all right, title, and interest to such Seller’s Securities restored to him. Except as set forth above in this Section 7, the parties shall not be entitled to terminate this Agreement, and any purported termination not expressly permitted by this Agreement shall be deemed void ab initio.

8. Representations and Warranties. The parties make the following representations and warranties to the extent described below:

(a) Each party represents and warrants that such party has full power and authority to execute and deliver this Agreement, to perform such party’s obligations hereunder and to consummate the transactions contemplated hereby, and has duly executed and delivered this Agreement. This Agreement constitutes the legal, valid, and binding obligation of such party.

(b) Each party represents and warrants that no consent, approval, order or authorization of, or declaration, filing, notification or registration with, any court, governmental authority or other person is required to be made or obtained by such party in connection with the execution, delivery, and performance of this Agreement by such party.

(c) Each party represents and warrants that the execution, delivery and performance of this Agreement by such party will not (i) violate, be in conflict with, or constitute a default under any contract, agreement, instrument or obligation to which such party is a party, or (ii) violate any statute, law, judgment, decree, order, regulation or rule of any court or governmental authority to which such party is subject.

(d) Each party represents and warrants that such party has not incurred any obligation or liability, contingent or otherwise, for brokerage or finder's fees or agents' commission, or other similar payment in connection with this Agreement.

(e) Each Seller represents and warrants that such Seller is the sole legal and beneficial owner of such Seller's Securities, and that such Seller has, and shall have at Closing, full right and power to transfer all of such Seller's Securities to Buyer, free and clear of any Lien, or any proxy, power of attorney, voting right, or other restriction. At Closing, the Securities shall be automatically transferred and conveyed to Buyer without any further action on the part of any party hereto (other than as set forth herein), and Buyer will acquire, good, valid, and marketable title to the Securities, free and clear of all Liens.

(f) Each Seller represents and warrants that there are no outstanding contracts, options, warrants, rights, or other securities or instruments that may entitle any third party to acquire any or all of the Securities.

(g) Each Seller represents and warrants that such Seller does not have legal or beneficial owner of any other securities of the Company other than such Seller's legal and beneficial ownership of such Seller's Securities immediately prior to the Closing. Each Seller further represents and warrants that there are no outstanding contracts, options, warrants, rights, or other securities or instruments that may entitle such Seller or any third party to acquire any securities of, or any other interest in, the Company.

(h) Each Seller represents and warrants that, to such Seller's knowledge, except as disclosed to the Company and Buyer in writing prior to the date hereof, or otherwise as effected by Buyer or its affiliates, none of the following actions, events, or changes exist as of the date hereof: (i) amounts borrowed or indebtedness or charges incurred by the Company in excess of One Thousand Dollars (\$1,000) in the aggregate; (ii) change in the accounting methods or practices of the Company; (iii) execution, amendment, termination, or cancellation of any material Company contract; (iv) agreement or negotiations with any party to extend the payment date of any accounts receivable of the Company; (v) material changes made to the Company's normal and customary business practices; (vi) capital expenditure made, or any commitment to make any capital expenditures, by the Company, for any tangible or intangible capital assets, additions or improvements; (vii) issuance of any notes, bonds, or other debt securities or any other securities of the Company; or (viii) oral or written agreement by the Company to take any of the foregoing actions.

(i) Each Seller represents and warrants that, to such Seller's knowledge, except as disclosed to the Company and its Members in writing prior to the date hereof, or otherwise as effected by Buyer or its affiliates, the Company is not a party to or bound by any written or oral: (i) contract relating to the borrowing or lending of money or other indebtedness or the mortgaging, pledging or otherwise placing a lien on any material asset or material group of assets of the Company; (ii) pension, profit sharing, option, employee securities purchase or other plan or arrangement providing for deferred or other compensation to employees, former employees or consultants, or any other employee

benefit plan or arrangement; (iii) contract under which the Company has advanced, loaned, or guaranteed any amounts to any third party; (iv) contract regarding voting, transfer or other arrangements related to the Company's securities; (v) contract for the sale of any of the assets of the Company; or (vi) other agreement or contract other than as described herein which is material to the Company's operations or business prospects.

(j) Each Seller represents and warrants that, to such Seller's knowledge: (1) there is no pending or threatened legal or similar proceeding or action that relates to or may affect the Company's business or its assets, or that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the transactions contemplated hereby, (2) no event has occurred or circumstance exists that is reasonably likely to give rise to or serve as a basis for the commencement of any such proceeding or other action, and (3) there is no court or similar order to which such Seller or such Seller's assets are currently subject.

(k) Each Seller represents and warrants that, to such Seller's knowledge: (i) there are no federal, state, county, local or foreign taxes due and payable by the Company which have not been timely paid; (ii) there are no accrued and unpaid federal, state, county, local or foreign taxes of the Company which are due, whether or not assessed or disputed; (iii) there have been no examinations or audits of any tax returns or reports by any applicable federal, state, local or foreign governmental agency; and (iv) the Company has duly and timely filed all federal, state, county, local and foreign tax returns required to have been filed by it and there are in effect no waivers of applicable statutes of limitations with respect to taxes for any year.

(l) Each Seller represents and warrants that such Seller: (i) has not sustained any workplace injury of any kind during such Seller's tenure with the Company, and does not intend to file any claim or seek any benefits of any kind under workers' compensation, and (ii) hereby waives any rights such Seller may have to reemployment (if any) with the Company.

(m) Each Seller represents and warrants that such Seller has disclosed to Buyer all facts known to such Seller that are material to the transactions contemplated hereby. None of the representations or warranties of such Seller contained herein, and none of the other information or documents furnished or to be furnished to the Company, Buyer, or any of their respective representatives by such Seller, is false or misleading in any material respect or omits to state a fact herein or therein necessary to make the statements herein or therein not misleading in any material respect.

(n) Each Seller represents and warrants that such Seller has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of selling such Seller's Securities at this time and of protecting such Seller's interests in connection with this transaction. Each Seller represents and warrants that such Seller has received all information on the Company that such Seller has requested in order to evaluate the merits and risks of the sale of such Seller's Securities at this time and has been given sufficient opportunity to meet with members, managers, officers, and other representatives of the Company and to have them answer any questions and provide

any additional information relevant to the sale of such Seller's Securities. All such questions have been answered and all requested information has been provided to the full satisfaction of each Seller. **Each Seller acknowledges and understands that the value of such Seller's Securities may currently be (or may later become) substantially higher than the portion of the Purchase Price paid to such Seller hereunder, but that such Seller has nonetheless resolved to sell such Securities to Buyer in order to forgo risk and receive cash now.**

9. Seller Releases.

(a) Seller Releases. Except for the obligations, covenants and representations and warranties of Buyer contained in this Agreement, each Seller, on behalf of such Seller, such Seller's affiliates, and all of their respective current and former members, managers, shareholders, employees, contractors, officers, directors, agents, attorneys, partners, insurers, advisors, partnerships, assigns, successors, heirs, predecessors in interest, joint venturers, and any other persons acting by, through, or under any of them (collectively, the "Seller Releasing Parties"), hereby forever releases, relieves, and discharges the Company and Buyer, their respective affiliates, and all of their respective current and former members, managers, shareholders, employees, contractors, officers, directors, agents, attorneys, partners, insurers, advisors, partnerships, assigns, successors, heirs, predecessors in interest, joint venturers, and any other persons acting by, through, or under any of them (collectively, the "Company/Buyer Released Parties"), of and from any and all claims, demands, causes of action, suits, debts, sums of money, controversies, damages, obligations and liabilities of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, that the Seller Releasing Parties can, shall, or may have against any of the Company/Buyer Released Parties by reason of, arising out of, or which may hereafter be claimed to arise out of any matter, cause, or thing whatsoever from the beginning of time to the date hereof. To the maximum extent permitted by law, each Seller covenants not to sue, institute any other proceedings, or make any claim against any of the Company/Buyer Released Parties for any cause of action based on any of the claims released hereunder.

(b) Waiver. Each Seller acknowledges and agrees that the facts in respect to which this release is given may turn out to be other than or different than expected, and expressly waives any and all benefits and rights granted pursuant to Section 1542 of the California Civil Code (or any similar statute), with which section such Seller is familiar and which reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
THAT THE CREDITOR OR RELEASING PARTY DOES  
NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER  
FAVOR AT THE TIME OF EXECUTING THE RELEASE  
AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
MATERIALLY AFFECTED HIS OR HER SETTLEMENT  
WITH THE DEBTOR OR RELEASED PARTY.”

(c) Unknown Claims. Each Seller acknowledges that there may exist at this

time claims herein released in favor of the Seller Releasing Parties, the nature of which have not yet been discovered. It is expressly understood and agreed that the possibility that such claims exist has been explicitly taken into account in determining the consideration to be given for this release and that a portion of that consideration, having been bargained for in full knowledge of the possibility of such unknown claims, was given in exchange for this release.

(d) No Assignment. Each Seller represents and warrants that such Seller has not assigned or otherwise transferred any interest in any claim that such Seller may have against any of the Company/Buyer Released Parties hereunder.

10. Indemnification. Each party shall defend, indemnify, and hold harmless the other parties, their respective affiliates, and their respective officers, directors, shareholders, members, managers, employees, contractors, attorneys, accountants and other representatives and agents, and their successors, assigns, heirs and personal representatives from any and all claims, damages, losses, liabilities, costs or expenses (including, without limitation, amounts paid in settlement, reasonable attorneys' fees and costs of investigation), whether fixed or contingent, matured or unmatured, liquidated or unliquidated, which any of them may incur or suffer as a result of or arising out of or in connection with: (i) any inaccuracy in any of such indemnifying party's representations and warranties contained herein, (ii) such indemnifying party's breach of any of the terms of this Agreement, or (iii) any claims waived or released by such indemnifying party under this Agreement.

11. Results and Proceeds. Each Seller acknowledges and agrees that the Company shall own all right, title and interest in perpetuity to the results and proceeds of such Seller's services and all materials and intellectual properties which were, in whole or in part, created, developed, produced or contributed by such Seller since inception of the Company and which were related to such Seller's services rendered to the Company, if any. All of such results and proceeds, in whatever stage of completion, shall constitute a "work made for hire" specifically ordered and commissioned by, and made exclusively for, the Company, under Section 201 of Title 17 of the United States Code, and the Company shall be deemed to be the sole and exclusive owner and author thereof in all territories and for all purposes. All work product developed or generated by each Seller shall be deemed to have automatically become the sole property of the Company upon their creation or fixation in a tangible medium of expression.

12. Confidentiality. Each Seller covenants and agrees to keep the provisions of this Agreement and information such Seller knows of the Company, Buyer, or their respective businesses strictly confidential and, without the prior written consent of the Company or Buyer, as applicable, will not disclose such information to any third parties except for disclosures required by law. Any public announcement or similar publicity with respect to this Agreement or the transactions contemplated hereby shall be issued, if at all, at such time and in such manner as Buyer shall determine. The Company and Buyer shall have the sole right and authority to inform the Company's employees, contractors, agents, customers, clients, vendors, and suppliers of the transactions contemplated hereby, and each Seller covenants that such Seller shall not contact any such third parties.

13. Non-Solicitation. Each Seller covenants and agrees that at no time shall such

Seller or such Seller's affiliates, directly or indirectly, for a period of two (2) years following the Closing Date: (i) induce or attempt to induce any client, customer, vendor, supplier, licensee, or other person to cease doing business with the Company or Buyer or in any way intentionally interfere with the relationship between any such client, customer, vendor, supplier, licensee or other person and the Company or Buyer; or (ii) employ or engage, or permit any third party directly or indirectly controlled by such Seller to employ or engage, any person who was employed or engaged by the Company or Buyer as of the date hereof, or solicit or in any manner seek to induce any employee, consultant, or independent contractor of the Company or Buyer to terminate its employment or engagement with the Company or Buyer, as applicable.

14. **Non-Disparagement**. Each Seller covenants and agrees that such Seller shall not, directly or indirectly, at any time, criticize, disparage, or cast in an unfavorable light the Company, Buyer, or any of their respective affiliates in any public setting or in any conversation, letter, or other communications with or to (or reasonably likely to be obtained by) any business partner, employer, customer, lender, supplier, lessor, vendor, employee, independent contractor, contract worker, or equityholder of the Company, Buyer, or their respective affiliates, any mutual friend or mutual acquaintance, or any newspaper, magazine, publication, or other media. However, the parties acknowledge and agree this provision does not restrict truthful testimony in any judicial action or arbitration or the like.

15. **Arbitration**. Except as set forth herein, any dispute arising hereunder shall be resolved by private, confidential, binding arbitration in Los Angeles, CA before a single arbitrator mutually agreeable to the parties, and if no agreement is reached on an arbitrator, before a single arbitrator from the Judicial Arbitration Mediation Service (J.A.M.S.) selected and administered in accordance with the Rules of J.A.M.S. then in effect. The substantive law of the State of Delaware shall be applied by the arbitrator to the resolution of the dispute. Judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter or controversy. This provision is subject to Code of Civil Procedure section 1281.8 allowing court proceedings for applications for provisional remedies in disputes otherwise subject to arbitration. The venue of any such court proceedings shall be in the Los Angeles Superior Court and the substantive law of the State of Delaware shall be applied by the Court in any such proceedings.

**All parties to this Agreement, by entering into it, are giving up their constitutional right to have any dispute decided in a court of law before a sitting judge and jury, and instead are accepting the use of binding arbitration to the fullest extent allowed by law.** If any legal action or proceeding is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions hereof, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding from the non-prevailing party, in addition to any other relief to which it may be entitled.

16. **Injunctive Relief**. In addition to other remedies provided by law or equity, upon a breach by any Seller of any of the covenants contained in Sections 5 and 11 through 14 hereof, Buyer shall be entitled to have a court of competent jurisdiction enter an injunction against such breaching Seller prohibiting any further breach of such covenants. The parties further agree that the covenants to be performed pursuant to Sections 5 and 11 through 14 are of a unique, special, and extraordinary character. Therefore, if any controversy arises concerning the rights or obligations under this Agreement, such rights or obligations shall be enforceable in a court of

competent jurisdiction at law or equity by a decree of specific performance or, if the Buyer elects, by obtaining damages or such other relief as the Buyer may elect to pursue. Such remedies, however, shall be cumulative and nonexclusive and shall be in addition to any other remedies which Buyer may have. Notwithstanding anything to the contrary, each Seller agrees that such Seller shall not be entitled to equitable relief and that such Seller's sole remedy shall be to seek monetary damages.

17. Entire Agreement; Amendments. This Agreement constitutes the entire understanding and agreement among the parties with respect to the transactions contemplated hereby, and supersedes and terminates all previous or contemporaneous communications, representations, agreements, arrangements, or understandings, either oral or written, between the parties relating to the subject matter hereof. All amendments or modifications of this Agreement shall be in writing and shall be signed by all of the parties hereto.

18. Taxes and Expenses. All taxes resulting from or payable in connection with the sale and purchase of the Securities and the transactions contemplated pursuant to this Agreement shall be paid by the parties in accordance with their respective obligations under applicable law. Each party will bear its own costs and expenses incurred in connection with the preparation, execution, and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of agents, representatives, financial advisors, legal counsel, and accountants.

19. Independent Counsel. Each party acknowledges that it has been represented by independent counsel of its choosing with respect to any and all matters concerning this Agreement, or has voluntarily waived its right to representation for the purposes hereof. Accordingly, no party shall deny the validity of this Agreement on the grounds that it did not have advice of counsel in the negotiation or drafting hereof.

20. Mutual Drafting. Each of the parties has participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

21. Severability. The covenants, provisions and paragraphs of this Agreement are severable. In the event that any portion of this Agreement is held to be illegal or unenforceable, in whole or in part, the same will not affect any other portion of this Agreement, and the remaining covenants, provisions and paragraphs or portions thereof, to the extent enforceable, shall, nevertheless, be binding and enforceable. In furtherance and not in limitation of the foregoing, if any covenant, provision, paragraph or portion thereof is held illegal or unenforceable by a court or arbitrator of competent jurisdiction, the parties intend that such court or arbitrator will enforce this Agreement by providing it with the construction that renders its provisions valid and enforceable to the maximum extent permitted by law.

22. Waiver. Any waiver of any term, condition, right, power, or privilege hereunder must be in writing and signed by the party being charged with the waiver. No delay on the part

of any party hereto in exercising any right, power, or privilege hereunder shall operate as a waiver of any other right, power, or privilege hereunder, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

23. Further Assurances. Each party agrees to timely and promptly perform any further acts and execute and deliver any further documents which may be reasonably necessary to carry out the provisions of this Agreement.

24. Successors and Assigns. This Agreement and each of its provisions shall be binding on and shall benefit the parties and their respective administrators, successors, assigns, heirs and personal representatives. No party to this Agreement may assign any of its rights arising hereunder to any third party, except as consented to in a writing signed by all parties.

25. Cumulation of Remedies. The various rights, options, elections, powers and remedies under this Agreement, or granted by law shall be construed as cumulative. No single right is exclusive of any of the other rights.

26. Counterparts. This Agreement may be executed in separate counterparts and shall become effective only after all such separate counterparts have been executed and exchanged between the parties hereto. A facsimile or other electronic signature shall be regarded as an original signature for purposes of this Agreement and shall have the same force and effect as an original signature upon receipt by the other party.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto as of the date first written above.

Buyer:

THA LIGHTS GLOBAL, INC.

By:



03.27.23

Herbert "Dooney" Battle,  
Authorized Signatory

A notary public or other officer completing this certificate certifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Sellers:

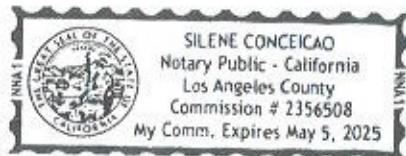
  
Daniel Alvarez

03/27/23.

  
David Fernandez

03/27/23

State of California, County of Los Angeles  
Subscribed and sworn to (or affirmed) before me on this  
27 day of MAR, 2023, by Herbert Dooney Battle +  
proved to me on the basis of satisfactory evidence Daniel Alvarez  
to be the person(s) who appeared before me. David Fernandez  

**EXHIBIT A**

**LETTER OF DIRECTION**

March 27, 2023

Sony Music Entertainment  
25 Madison Avenue  
New York, NY 10010

Dear Sir or Madam,

Reference is hereby made to (i) that certain profit share agreement between Sony Music Entertainment (“Sony”) and Sandy Boys, LLC dated July 28, 2018 [CR 18 – A.1], relating to the recording services of Dominic Fike, as such agreement may have been modified or amended from time to time (the “Profit Share Agreement”), and (ii) that certain Letter of Direction from Sandy Boys, LLC to Sony dated August 2, 2018 (“Letter of Direction”).

We hereby irrevocably request and irrevocably authorize Sony to pay all amounts due to us under the Profit Share Agreement and the Letter of Direction, in each case from and after March 27, 2023, directly to, and pursuant to any instructions of, Tha Lights Global, Inc.

Sincerely,

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Daniel Alvarez

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David Fernandez