

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

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): August 24, 2026

MOBIX LABS, INC.
(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation)	001-40621 (Commission File Number)	98-1591717 (IRS Employer Identification No.)
1 Venture, Suite 220 Irvine, California (Address of principal executive offices)		92618 (Zip Code)

Registrant's telephone number, including area code: (949) 808-8888

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, par value \$0.00001 per share	MOBX	Nasdaq Capital Market
Redeemable warrants, each warrant exercisable for one share of Class A Common Stock	MOBXW	Nasdaq Capital Market

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

Emerging growth company ☒

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

Item 1.01 Entry into a Material Definitive Agreement.

On August 28, 2026, Mobix Labs, Inc. (the “Company”) issued to Leviston Resources, LLC (“Leviston”) a senior secured convertible promissory note in the original principal amount of \$1,200,000 (the “Convertible Note”) for a purchase price of \$1,000,000, and has been issued pursuant to an investor rights agreement dated August 28, 2026 by and between the Company and Leviston (the “Leviston Investor Rights Agreement”). In connection with the issuance of the Convertible Note, on August 28, 2026 the Company and Leviston entered into a third amendment to the securities purchase agreement entered into on March 31, 2026 (as amended, the “Leviston Securities Purchase Agreement”), as previously disclosed in a Current Report on 8-K dated April 3, 2026.

The Convertible Note includes customary affirmative and negative covenants, and bears interest at an annual rate of 10%, accruing from the original issue date of August 28, 2026. The Convertible Note matures on December 25, 2026, at which time the outstanding principal and accrued interest are due and payable in cash, unless earlier converted in accordance with its terms. Following an Event of Default (as defined in the Convertible Note), all amounts owing by the Company to Leviston shall be increased to an amount equal to 125% of the then outstanding obligations. At any time prior to maturity, Leviston may convert all or a portion of the outstanding principal and accrued interest into shares of Company Class A Common Stock (the “Common Stock”) in the manner set forth in the Convertible Note. Subject to adjustment as set forth in the Convertible Note, the conversion price is the lesser of (A) the closing price on August 28, 2026 and (B) 85% of the lowest 8-day VWAP of the Common Stock immediately prior to and including the date of the conversion notice.

Pursuant to a registration rights agreement entered into on March 31, 2026, as amended on May 18, 2026 and June 22, 2026, between the Company and Leviston (the “Leviston Registration Rights Agreement”), the Company the Company has agreed to register the resale of the shares of Class A Common Stock issuable upon conversion of the Convertible Note.

Additionally, on August 28, 2026, the Company entered into a second amendment to the securities purchase agreement initially entered into with Kips Bay Select, LP (“Kips”) on May 19, 2026, as further amended on June 18, 2026 (as amended, the “Kips Purchase Agreement”), pursuant to which the Company agreed to sell to Kips (i) 1,000 shares of Series A 10% Convertible Preferred Stock for aggregate gross proceeds of \$1,000, and (ii) a Preferred Stock Purchase Warrant the (“Warrant”) to purchase up to an additional 6,000 shares of Series A 10% Convertible Preferred Stock at an exercise price of \$1,000 per share (the shares of Series A 10% Convertible Preferred Stock issued pursuant to the transaction the “Preferred Shares”).

Pursuant to a second amendment to the registration rights agreement initially entered into with Kips on May 19, 2026, as amended on June 18, 2026, and August 28, 2026 (as amended, the “Kips Registration Rights Agreement”), the Company has agreed to register the resale of the shares of Class A Common Stock issuable upon conversion of the Preferred Shares, including the Preferred Shares issuable upon exercise of the Warrant. On August 28, 2026, the Company also issued to Kips 834,782 shares of Class A Common Stock (the “Extension Shares”) in consideration for Kips’ entry into the amendment to the Kips Purchase Agreement and the extensions and accommodations provided therein.

The Warrant is exercisable beginning August 28, 2026 and expires no later than twelve months thereafter.

Pursuant to the terms of the Kips Purchase Agreement, the Company may not issue shares of Class A Common Stock pursuant upon conversion of the Preferred Shares to the extent such issuance would require prior stockholder approval under Nasdaq rules.

The securities described above are being offered pursuant to the exemption provided in Section 4(a)(2) under the Securities Act of 1933, as amended, and Rule 506(b) of Regulation D promulgated thereunder.

The conversion of the Convertible Note and the Preferred Shares is conditioned on receipt of stockholder approval. The issuances of the Convertible Note, Series A 10% Convertible Preferred Stock, the Extension Shares and Warrant were effected in reliance upon exemptions from registration under the Securities Act, including Section 4(a)(2) thereof and/or Rule 506(b) of Regulation D thereunder. The issuance of Class A Common Stock underlying the Convertible Note and Preferred Shares will be effected in reliance upon exemptions from registration under the Securities Act, including Section 3(a)(9) thereof.

The foregoing description of the Convertible Note, the Warrant, the Leviston Registration Rights Agreement, the Leviston Securities Purchase Agreement, the Leviston Investor Rights Agreement, the Kips Purchase Agreement, and the Kips Registration Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the form of Convertible Note the Warrant, the Leviston Registration Rights Agreement, the Leviston Securities Purchase Agreement, the Leviston Investor Rights Agreement, the Kips Purchase Agreement, and the Kips Registration Rights Agreement, copies of which are filed as exhibits 4.1, 4.2 and 10.1, 10.2, 10.3, 10.4 and 10.5 respectively, with this Current Report on Form 8-K.

Item 2.03 Creation of a Direct Financial Obligation.

The information set forth under Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth under Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 3.03 Material Modification to Rights of Security Holders

On August 24, 2026, all outstanding shares of Class B Common Stock were converted to shares of Class A Common Stock following the delivery of conversion notices by all holders of the outstanding Class B Common Stock (the “Conversion”). Upon effectiveness of the Conversion, no shares of Class B Common Stock remained outstanding, and all shares of Class B Common Stock that were converted were retired and cancelled in accordance with the Certificate of Incorporation and may not be reissued. As a result of the conversion, the Company has only one class of common stock outstanding, its Class A Common Stock.

The Conversion modified the rights of the Company’s security holders as follows:

- *Class B director election rights.* Prior to the Conversion, the holders of the Class B Common Stock had the right to elect three directors (the “Class B Directors”). Upon effectiveness of the Conversion, that right terminated in accordance with the Certificate of Incorporation because no shares of Class B Common Stock remained outstanding, and the term of office of each Class B Director terminated automatically.
- *Voting power.* Prior to the Conversion, each outstanding share of Class A Common Stock was entitled to one vote per share, and each outstanding share of Class B Common Stock was entitled to ten votes per share on all matters submitted to a vote of the stockholders (except that, for purposes of electing the Class B Directors described below, each share of Class B Common Stock was entitled to one vote per share), with the holders of Class A Common Stock and Class B Common Stock voting together as a single class except as otherwise required by the Certificate of Incorporation or applicable law. In addition, for so long as shares of Class B Common Stock remained outstanding, (i) the holders of a majority of the voting power of the Class B Common Stock, voting separately as a single class, had the right to elect three directors (the “Class B Directors”), and (ii) the Company was prohibited from taking specified actions, including certain amendments to the Certificate of Incorporation, without the separate approval of the holders of a majority of the voting power of the Class B Common Stock. As a result of the Conversion, no shares of Class B Common Stock remain outstanding; all outstanding shares of common stock consist of Class A Common Stock, each entitled to one vote per share; and the ten-vote-per-share voting rights of the Class B Common Stock, the separate right of the Class B Common Stock to elect the Class B Directors, and the separate class-approval (protective) rights of the Class B Common Stock no longer apply.

Reference is made to the Company’s Certificate of Incorporation, which describes in full the rights, powers, preferences, and restrictions of the Class A Common Stock and the former Class B Common Stock.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Departure of Directors

As described in Item 3.03 above, upon effectiveness of the Conversion, no shares of Class B Common Stock remained outstanding. Under the Certificate of Incorporation, the right of the holders of the Class B Common Stock to elect the three Class B Directors existed only for so long as shares of Class B Common Stock remained outstanding. Accordingly, upon effectiveness of the Conversion, the term of office of each of the Company’s three Class B Directors, Frederick Goerner (a Class I director), Keyvan Samini (a Class II director), and James Peterson (a Class III director), terminated automatically pursuant to the Certificate of Incorporation, and the total authorized number of directors of the Company automatically decreased by three to five. In connection with the automatic termination of Mr. Peterson’s term of office, Mr. Peterson’s service as Chairman of the Board also ceased.

The automatic termination of the terms of office of Messrs. Goerner, Samini, and Peterson resulted solely from the operation of the Certificate of Incorporation upon the Final Conversion and did not result from any disagreement with the Company on any matter relating to the Company's operations, policies, or practices.

Election of Directors

Effective immediately following the Conversion described above, the remaining members of the Board of Directors of the Company (the "Board"), acting by unanimous written consent, took the following actions:

- increased the total authorized number of directors of the Company from five to eight, creating three newly created directorships, one in each of Class I, Class II, and Class III; and
- appointed each of the following individuals to fill a newly created directorship, in each case to hold office until the annual meeting of stockholders at which the directors of his class next stand for election and until his successor has been duly elected and qualified, subject to earlier death, resignation, disqualification, or removal:
 - Frederick Goerner, as a Class I director;
 - Keyvan Samini, as a Class II director; and
 - James Peterson, as a Class III director.

From and after their appointment, each of Messrs. Goerner, Samini, and Peterson serves as a director elected by, and subject to election by, the holders of the Company's capital stock generally entitled to vote in the election of directors, and none of them constitutes a "Class B Director" under the Certificate of Incorporation.

In connection with the foregoing, the Board (i) appointed Mr. Peterson as Executive Chairman of the Board; (ii) appointed each of Messrs. Peterson, Goerner, and Samini as a member of the Executive Committee of the Board, and restated the composition of the Executive Committee to consist of Messrs. Peterson, Goerner, Samini, and Philip Sansone; and (iii) appointed Mr. Goerner as a member of the Audit Committee of the Board. The Board confirmed its prior determination that Mr. Goerner is independent within the meaning of Rule 10A-3(b)(1) under the Exchange Act and the applicable listing standards of The Nasdaq Stock Market LLC.

There is no arrangement or understanding between any of Messrs. Goerner, Samini, and Peterson and any other person pursuant to which he was selected as a director

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
4.1	<u>Senior Secured Convertible Promissory Note in favor of Leviston Resources, LLC dated as of August 28, 2026.</u>
4.2	<u>Preferred Stock Purchase Warrant, dated August 28, 2026, in favor of Kips Bay Select, LP.</u>
10.1	<u>Third Amendment to Registration Rights Agreement, by and between Mobix Labs, Inc. and Leviston Resources, LLC, dated as of August 28, 2026.</u>
10.2	<u>Third Amendment to Securities Purchase Agreement, by and between Mobix Labs, Inc. and Leviston Resources, LLC, dated as of August 28, 2026.</u>
10.3	<u>Investor Rights Agreement, by and between Mobix Labs, Inc. and Leviston Resources, LLC, dated as of August 28, 2026.</u>
10.4	<u>Amendment No. 2 to Securities Purchase Agreement, by and between Mobix Labs, Inc. and Kips Bay Select, LP, dated as of August 28, 2026.</u>
10.5	<u>Amendment No. 2 to Registration Rights Agreement, by and between Mobix Labs, Inc. and Kips Bay Select, LP, dated as of August 28, 2026.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Mobix Labs, Inc.

Dated: August 28, 2026

/s/ Keyvan Samini

Keyvan Samini

President and Chief Financial Officer

MOBIX LABS, INC.
SENIOR SECURED CONVERTIBLE NOTE

Principal Amount: U.S. \$1,200,000
Purchase Price: \$1,000,000

Issuance Date: August 28, 2026

FOR VALUE RECEIVED, Mobix Labs, Inc., a Delaware corporation, its designee or registered assigns (the “Borrower”) promises to pay Leviston Resources, LLC, a Delaware limited liability company, or registered assigns (the “Holder”), pursuant to this Senior Secured Convertible Note (the “Note”) in cash and/or in shares of Common Stock, the principal amount of \$1,200,000. On the date hereof, the Holder will fund \$1,000,000, which shall result in an aggregate principal amount of \$1,200,000 (that is, \$1,000,000 in cash plus original issue discount of 16.667% or \$200,000). This Note is issued pursuant to that certain Third Amendment to Securities Purchase Agreement dated as of the Issuance Date (the “Third Amendment”) and in connection with that certain Investor Rights Agreement dated as of the Issuance Date (the “IRA”), in each case entered into by and between the Borrower and the Holder. This Note is subject to the terms of that certain Securities Purchase Agreement dated March 31, 2026, as amended by that certain First Amendment to Securities Purchase Agreement and Senior Secured Convertible Note dated May 13, 2026, that certain Second Amendment to Securities Purchase Agreement dated June 17, 2026, and the Third Amendment, and as supplemented by the IRA (the “Purchase Agreement”), and capitalized terms not defined herein will have the meanings set forth in the Purchase Agreement or the IRA, as applicable.

(1) MATURITY; DISBURSEMENT; CLOSING. The consideration to the Borrower for this Note is \$1,000,000 (the “Consideration”) to be paid on or after the Closing Date (defined below), from which the Holder shall retain \$25,000 to be applied directly to the payment of the Holder’s legal fees in connection with the preparation and negotiation of this Note and the related transaction documents. All outstanding principal and interest shall be due and payable on December 28, 2026 (the “Maturity Date”). The disbursement is stated as net of the Original Issue Discount of 16.667%.

(2) INTEREST. The Interest rate shall be 10% per annum. Interest under this Note shall commence accruing on the Closing Date at the Interest Rate and shall be computed on the basis of a 360-day year and the actual number of days elapsed. Interest shall be payable (a) on a monthly basis on each monthly anniversary of the Closing Date in cash by wire transfer of immediately available funds pursuant to wire instructions provided by the Holder in writing to the Borrower, or (b) upon conversion into shares of Common Stock as set forth herein.

(3) PREPAYMENT. The Borrower shall have the right to provide no less than 30 days’ written notice of its intention to prepay the Obligations (as defined herein), at any time or from time to time at a premium equal to 115% of the Obligations being prepaid. For the avoidance of doubt, the Holder’s rights of conversion are not affected by the issuance of the notice of prepayment.

(4) CONVERSION OF NOTE. Following the Issuance Date, as set out above, this Note shall be convertible into shares of Common Stock.

(a) Optional Conversion Right. Subject to the provisions of Section 4(c)(i) and Section 4(c)(ii), at any time or times on or after the Issuance Date, the Holder shall be entitled to convert the Conversion Amount (as defined herein), into fully paid and nonassessable shares of Common Stock as described below (the “Conversion Shares”). The Borrower shall not issue any fraction of a share of Common Stock upon any conversion. If the issuance would result in the issuance of a fraction of a share of Common Stock, the Borrower shall round such fraction of a share of Common Stock up to the nearest whole share. The Borrower shall pay any and all transfer, stamp and similar taxes that may be payable with respect to the issuance and delivery of Common Stock upon conversion of any Conversion Amount. The Holder shall have the right to deliver an effective conversion notice (the “Conversion Notice”) at any time until 11:59 pm New York City time on the chosen date and it shall be immediately effective.

(b) Conversion Rate. The number of shares of Common Stock issuable upon conversion of any Conversion Amount pursuant to Section 4(a) shall be determined by dividing (x) such Conversion Amount by (y) the Conversion Price (the “Conversion Rate”).

(i) “Conversion Amount” means the sum of (A) the portion of the Principal to be converted, redeemed or otherwise with respect to which this determination is being made, and/or (B) accrued and unpaid Interest with respect to such Principal, as determined by the Holder, and (C) all costs and expenses incurred by the Holder in connection with such conversion, including but not limited to, any fees charged by the Transfer Agent in connection with the issuance or delivery of Conversion Shares, and the cost of any legal opinion required in connection with such conversion to the extent such legal opinion costs are not paid or reimbursed by the Borrower.

(ii) “Conversion Price” shall be the lesser of: (A) Closing Price on the Closing Date and (B) 85% of the lowest 8-day VWAP immediately prior to and including the date of the Notice of Conversion.

(iii) Adjustment Due to Market Price. If at any time the Market Price, as determined on the date of each conversion, is less than the Conversion Price, then the outstanding principal amount of this Note shall be automatically increased immediately following each such conversion by the result of the Conversion Price minus the Market Price multiplied by the number of shares of Common Stock being issued with respect to such conversion, and interest shall accrue thereon in accordance with the terms of this Note. “Market Price” shall mean the lowest trading price for the Common Stock during ten (10) Trading Days prior to the applicable date of conversion. For example, if the Conversion Price is \$0.50 and the Market Price is \$0.40 and the number of shares issued upon conversion is 10,000 shares, then the outstanding principal amount of this Note shall be increased by \$1,000.00 ($\$0.50 - \$0.40 = \0.10 multiplied by $10,000 = \$1,000.00$) immediately following such conversion. For the avoidance of doubt, this Section 4(b)(iii) expressly applies in the scenario where the Exchange Cap under Section 4(c)(ii) or the Stockholder Approval Limitation under Section 4(c)(iii)(A) requires a conversion to be effected at the Closing Price on the Closing Date (i.e., the price referenced in Section 4(b)(ii)(A)) rather than at 85% of the lowest 8-day VWAP (i.e., the price referenced in Section 4(b)(ii)(B)). Notwithstanding anything to the contrary herein, this provision shall apply only if, and solely to the extent that, the issuance of shares of Common Stock upon conversion of this Note would cause the aggregate number of shares of Common Stock issued or issuable to the Holder pursuant to the Transaction Documents to exceed 19.99% of the Borrower’s outstanding Common Stock as of the Issuance Date, as determined in accordance with applicable Nasdaq rules.

(c) Limitations on Conversions.

(i) Beneficial Ownership. Notwithstanding anything to the contrary contained in this Note, this Note shall not be convertible by the Holder hereof, and the Borrower shall not effect any conversion of this Note or otherwise issue any shares of Common Stock pursuant hereto, to the extent (but only to the extent) that after giving effect to such conversion or other share issuance hereunder the Holder (together with its affiliates) would beneficially own in excess of 4.99% (or upon election of the Holder, by providing a 61-day written notice to the Borrower, 9.99%) (the “Maximum Percentage”) of the Common Stock. To the extent the above limitation applies, the determination of whether this Note shall be convertible (vis-à-vis other convertible, exercisable or exchangeable securities owned by the Holder or any of its affiliates) shall, subject to such Maximum Percentage limitation, be determined on the basis of the first submission to the Borrower for conversion, exercise or exchange (as the case may be). No prior inability to convert this Note, or to issue shares of Common Stock, pursuant to this paragraph shall have any effect on the applicability of the provisions of this paragraph with respect to any subsequent determination of convertibility. For purposes of this paragraph, beneficial ownership and all determinations and calculations (including, without limitation, with respect to calculations of percentage ownership) shall be determined in accordance with Section 13(d) of the 1934 Act (as defined in the Purchase Agreement) and the rules and regulations promulgated thereunder. For any reason at any time, upon the written or oral request of the Holder, the Borrower shall within one (1) Business Day confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding, including by virtue of any prior conversion or exercise of convertible or exercisable securities into Common Stock, including, without limitation, pursuant to this Note or securities issued pursuant to the Purchase Agreement.

(ii) Principal Market Regulation. Unless permitted by the applicable rules and regulations of the Principal Market, the Borrower shall not issue any shares of Common Stock upon conversion of this Note in excess of 19.9% of the number of issued and outstanding shares of Common Stock on the Issuance Date (the “Exchange Cap”). In the event that any portion of this Note is not convertible solely as a result of the Exchange Cap, such portion shall remain outstanding in accordance with its terms and the Holder shall be entitled to convert such portion, upon receipt of the requisite stockholder approval, pursuant to the deferred conversion right set forth in Section 4(c)(iii)(B), and the Borrower’s obligations under Section 4(c)(iii)(C) shall apply with respect thereto. No premium, penalty, fee, or other payment shall accrue or be payable, and no Event of Default shall arise, solely by reason of the operation of the Exchange Cap or the failure of the Borrower’s stockholders to approve any issuance in excess of the Exchange Cap. In the event that the Note cannot be converted due to an insufficient number of authorized and unreserved shares of Common Stock available to satisfy conversion of the Note in full (an “Authorized Share Failure”), the Holder shall receive 120% of the remaining amounts due under the Note in cash (the “Cap Payment”) within 10 calendar days of the date the Authorized Share Failure occurs (the “Cap Payment Date”). For the avoidance of doubt, it is the Borrower’s obligation to monitor the Exchange Cap and the availability of authorized and unreserved shares of Common Stock and immediately inform the Holder when and if the Exchange Cap is reached or an Authorized Share Failure occurs. In the event that the Borrower fails to make the Cap Payment in full on or before the Cap Payment Date, (x) the obligation to pay the 120% Cap Payment shall be deemed extinguished and of no further force or effect, and (y) such failure shall constitute an Event of Default under Section 6(a) of this Note and the Holder shall be entitled to exercise all remedies available under Section 6(b); provided that the Default Premium and all other default remedies shall be calculated on and applied to the outstanding principal amount of this Note and all accrued and unpaid interest thereon as of the Cap Payment Date, without giving effect to or including any amount attributable to the 120% Cap Payment premium. In the event that Holder shall sell or otherwise transfer any of such Holder’s Note, the Exchange Cap restrictions set forth herein shall continue to apply to the Note and such transferee.

(iii) Nasdaq Compliance.

(A) Stockholder Approval Limitation. Notwithstanding anything to the contrary contained in this Note or any other Transaction Document, and in addition to the Exchange Cap set forth in Section 4(c)(ii), the Holder shall not be permitted to convert this Note or otherwise receive shares of Common Stock to the extent (but only to the extent) that such conversion or issuance would require stockholder approval pursuant to the rules or regulations of the Principal Market, including Nasdaq Listing Rule 5635(d) (or any successor provision thereto), unless and until such stockholder approval has been duly obtained. Any purported conversion or issuance of shares of Common Stock in excess of such limitation shall be deemed null and void ab initio and of no force or effect, and the Borrower shall not give effect to or record any such conversion in its books and records.

(B) Deferred Conversion Right. To the extent any conversion of this Note is prohibited by the limitation set forth in Section 4(c)(iii)(A) or the Exchange Cap under Section 4(c)(ii), the Holder shall be entitled to convert the remaining portion of this Note, at the then-applicable Conversion Price, promptly upon receipt of the requisite stockholder approval, without any further action, consent, or agreement of the Borrower. Such deferred conversion right shall be in addition to, and not in lieu of, any other rights or remedies available to the Holder under this Note.

(C) Obligation to Seek Stockholder Approval; Event of Default. If stockholder approval is required pursuant to Section 4(c)(iii)(A) or the Exchange Cap under Section 4(c)(ii), the Borrower shall, at its sole cost and expense, take all commercially reasonable actions necessary to obtain such stockholder approval as promptly as practicable, including without limitation calling and holding a special or annual meeting of stockholders, preparing and filing all required proxy materials with the Commission, and recommending approval to its stockholders, in each case within forty-five (45) days following the date on which such approval is first required. Without limiting the foregoing, the Borrower shall: (1) prepare and file a preliminary proxy statement with the Commission seeking such approval within thirty (30) days following the date on which such approval is first required; (2) use its reasonable best efforts to respond to any comments of the Commission as promptly as practicable and to cause its proxy statement to be cleared for definitive filing at the earliest practicable date; (3) file its definitive proxy statement and commence mailing to stockholders within five (5) business days following the earlier of (x) expiration of the ten (10) calendar-day period under Rule 14a-6(a) without notice of review by the Commission and (y) notice from the Commission that it has no further comments; (4) set the record date and hold the meeting on the earliest date permitted under the Borrower's bylaws and the Delaware General Corporation Law, and in no event later than thirty (30) days following the date the definitive proxy statement is first mailed; (5) cause its board of directors to recommend that stockholders approve such matter and to solicit proxies in favor of such approval, subject to the fiduciary duties of the board of directors; (6) not adjourn, postpone, recess, or cancel such meeting without the Holder's prior written consent, other than (x) a single adjournment of not more than ten (10) days solely to solicit additional proxies if insufficient votes have been cast, or (y) any postponement or adjournment required to establish a quorum or to comply with applicable law or a request of the Commission; and (7) if such approval is not obtained at such meeting, re-submit the matter for approval at each subsequent annual meeting of stockholders and, if such approval has not then been obtained, at one special meeting of stockholders called for such purpose following each such annual meeting, and continue to do so until such approval is obtained. The Borrower's failure to perform any obligation set forth in clauses (1) and (3) through (7) of this Section 4(c)(iii)(C) within five (5) business days following written notice from the Holder of such failure shall constitute an Event of Default under this Note; provided that the failure of the stockholders to grant such approval shall not, in and of itself, constitute an Event of Default.

(iv) Delivery of Conversion Shares Upon Exercise. The Borrower shall cause the Conversion Shares purchased hereunder to be transmitted by the Transfer Agent to the Holder by crediting the account of the Holder's or its designee's balance account with The Depository Trust Company through its Deposit or Withdrawal at Custodian system ("DWAC") if the Borrower is then a participant in such system, and otherwise by physical delivery of a certificate, registered in the Borrower's share register in the name of the Holder or its designee, for the number of Conversion Shares to which the Holder is entitled pursuant to such conversion to the address specified by the Holder in the Conversion Notice within one (1) Trading Day after delivery of the Conversion Notice (such date, the "Conversion Share Delivery Date"). Upon delivery of the Conversion Notice, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Conversion Shares. If the Borrower fails for any reason to deliver to the Holder the Conversion Shares by the Conversion Share Delivery Date, the Borrower shall pay to the Holder, in cash, as liquidated damages and not as a penalty, for each \$1,000 of Conversion Shares subject to such exercise (based on the VWAP of the Common Stock on the date of the applicable Conversion Notice), \$10 per Trading Day (increasing to \$20 per Trading Day on the third Trading Day after the Conversion Share Delivery Date) for each Trading Day after such Conversion Share Delivery Date until such Conversion Shares are delivered or Holder rescinds such Conversion Notice.

(d) Disputes. In the event of a dispute as to the number of shares of Common Stock issuable to the Holder in connection with a conversion of this Note, the Borrower shall issue to the Holder the number of shares of Common Stock not in dispute and resolve such dispute in accordance with the below provisions.

(e) Right to Amend Notice of Conversion. On or before the 1st Trading Day following the date of receipt of a Notice of Conversion, if the applicable Conversion Price is less than the conversion price specified on such Notice of Conversion, the Holder may deliver an updated Notice of Conversion to the Borrower correcting the Conversion Price (and the aggregate Conversion Amount) as specified in such Notice of Conversion; provided, that if such updated Notice of Conversion is not delivered to the Borrower on or prior to 12:00 p.m. (New York City time) on the Trading Day immediately following the applicable Conversion Date (as used herein, “Conversion Date” means the date on which the Holder delivers a Conversion Notice to the Borrower pursuant to Section 4(a)), the Conversion Share Delivery Date shall be extended by one (1) Trading Day.

(5) PRIORITY AND SECURITY. This Note shall constitute a Senior Secured obligation of the Borrower, ranking senior in right of payment with all of the existing Indebtedness of the Borrower and ranking senior in right of payment to any future Indebtedness of the Borrower. The obligations of the Borrower hereunder are secured pursuant to that certain Pledge and Security Agreement, dated as of March 31, 2026, by and between the Borrower and the Holder, as supplemented by that certain Joinder and Reaffirmation Agreement dated May 18, 2026, that certain Joinder and Reaffirmation Agreement dated June 22, 2026, and that certain Joinder and Reaffirmation Agreement dated as of the Issuance Date of this Note, and as further amended, restated, supplemented or otherwise modified from time to time (the “Security Agreement”).

(6) EVENTS OF DEFAULT.

(a) Event of Default. Each of the following events shall constitute an “Event of Default” except that no such event shall constitute an Event of Default unless and until it remains uncured for five (5) days after the occurrence thereof; provided, however, that if a specific cure period is expressly stated in the applicable subsection below, such stated cure period shall apply in lieu of the foregoing.

(i) Failure to Pay Principal or Interest. The Borrower fails to pay the Principal or Interest due, liquidated damages and other amounts thereon when due on the Note whether at maturity, upon acceleration or otherwise (including the Cap Payment Date).

(ii) Conversion Shares. The Borrower fails to have its transfer agent issue Conversion Shares to the Holder (or states in writing that it will not honor its obligation to do so) prior to two

(2) business days upon exercise by the Holder of the conversion rights of the Holder in accordance with the terms of the Note.

(iii) Breach of Agreements and Covenants. The Borrower breaches any material agreement, covenant or other material term or condition contained in the Purchase Agreement, the Note or in any agreement, statement or certificate given in writing pursuant hereto or in connection herewith or therewith, and such breach results in a material adverse effect on the business or assets of the Borrower.

(iv) Breach of Representations and Warranties. Any representation or warranty of the Borrower made in the Purchase Agreement or the Note, or in any agreement, statement or certificate given in writing pursuant hereto or in connection herewith or therewith shall be false or misleading in any material respect when made and the breach of which has (or with the passage of time will have) a Material Adverse Effect on the rights of the Holder with respect to the Note or the Purchase Agreement.

(v) Receiver or Trustee. The Borrower or any subsidiary of the Borrower shall make an assignment for the benefit of creditors, or apply for or consent to the appointment of a receiver or trustee for it or for a substantial part of its property or business, or such a receiver or trustee shall otherwise be appointed that has not been stayed, vacated or cured by the Borrower within thirty (30) days.

(vi) Judgments. Any money judgment, writ or similar process shall be entered or filed against the Borrower or any subsidiary of the Borrower or any of its property or other assets for more than \$250,000, and shall remain unvacated, unbonded or unstayed for a period of thirty

(30) days unless otherwise consented to by the Holder, which consent will not be unreasonably withheld.

(vii) Bankruptcy. Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings, voluntary or involuntary, for relief under any bankruptcy law or any law for the relief of debtors shall be instituted by or against the Borrower or any subsidiary of the Borrower that has not been stayed, vacated or cured by the Borrower within sixty (60) days.

(viii) Delisting or Trading of Common Stock. The Borrower shall fail to maintain the listing or quotation of its Common Stock on the Principal Market.

(ix) Failure to Comply with the 1934 Act. The Borrower shall fail to comply with the reporting requirements of the 1934 Act and/or the Borrower shall cease to be subject to the reporting requirements of the 1934 Act, subject to allowances permitted under Rule 12b-25 under the 1934 Act.

(x) Liquidation. Any dissolution, liquidation, or winding up of Borrower or any substantial portion of its business or assets.

(xi) Cessation of Operations. Any cessation of operations by Borrower or Borrower admits it is otherwise generally unable to pay its debts as such debts become due, provided, however, that any disclosure of the Borrower's ability to continue as a "going concern" shall not be an admission that the Borrower cannot pay its debts as they become due.

(xii) Reverse Splits. The Borrower effectuates a reverse split of its Common Stock unless required to do so to maintain its listing on the Principal Market.

(xiii) DTC "Chill". The DTC places a "chill" (i.e. a restriction placed by DTC on one or more of DTC's services, such as limiting a DTC participant's ability to make a deposit or withdrawal of the security at DTC) on any of the Borrower's securities that has not been cured by the Borrower within twenty (20) business days.

(xiv) Other Obligations. The occurrence of any default under any agreement or obligation of the Borrower that is not cured within ten (10) days that could reasonably be expected to have a Material Adverse Effect.

(xv) Default under Transaction Documents or Other Material Agreement. A default or event of default (subject to any grace or cure period provided in the applicable agreement, document or instrument) shall occur under any material agreement, lease, document or instrument to which Borrower or any Subsidiary is obligated (other than this Note or the Purchase Agreement) which would reasonably be expected to have a Material Adverse Effect that has not been cured by the Borrower within ten (10) business days.

(xvi) Intentionally Omitted.

(xvii) Failure to Meet the Requirements under Rule 144. Borrower does not meet the current public information requirements under Rule 144.

(xviii) Failure to Maintain Intellectual Property. The failure by Borrower or any material Subsidiary to maintain any material intellectual property rights, personal, real property, equipment, leases or other assets which are necessary to conduct its business (whether now or in the future) and such breach is not cured within thirty (30) days after written notice to the Borrower from the Holder.

(xix) Trading Suspension. A Commission or judicial stop trade order or suspension from the Principal Market.

(xx) Restatement of Financial Statements. The restatement after the date hereof of any financial statements filed by the Borrower with the Commission for any date or period from two years prior to the Issuance Date and until this Note is no longer outstanding, if the result of such restatement would, by comparison to the unrestated financial statements, have constituted a Material Adverse Effect. For the avoidance of doubt, any restatement related to new accounting pronouncements shall not constitute a default under this Section.

(xxi) Invalidity or Unenforceability of Transaction Documents. Any material provision of any Transaction Document shall at any time for any reason (other than pursuant to the express terms thereof) cease to be valid and binding on or enforceable against the Borrower, or the validity or enforceability thereof shall be contested by Borrower, or a proceeding shall be commenced by Borrower or any governmental authority having jurisdiction over Borrower or Holder, seeking to establish the invalidity or unenforceability thereof, or Borrower shall deny in writing that it has any liability or obligation purported to be created under any Transaction Document.

(xxii) Effective Registration Statement. Any Registration Statement required to be maintained effective pursuant to the Registration Rights Agreement is withdrawn, ceases to remain effective as required by the Registration Rights Agreement or otherwise no longer complies in all material respects with the requirements of Section 10(a) of the Securities Act or Rule 415 of the Securities Act. Upon the occurrence of this Event of Default, the Borrower shall pay to the Holder liquidated damages in the amount of \$100,000 within three (3) calendar days of the date of such failure (the "Registration LD Payment Date"). In addition, for each 30-day period (or part thereof) during which such failure continues and remains uncured, the Borrower shall pay to the Holder additional liquidated damages equal to 2% per month of the value of all registerable securities, due within three (3) calendar days of the end of each such 30-day period; provided that if such failure is cured prior to the end of any 30-day period, the pro rata portion of such 2% amount accrued through the cure date shall be due within three (3) calendar days of such cure date. All such liquidated damages shall be in addition to, and not in lieu of, any other remedies available to the Holder under Section 6(b) or otherwise.

(xxiii) Failure to File Registration Statement. The Borrower fails to file the Initial Registration Statement with the Commission on or prior to the Filing Deadline required under the Registration Rights Agreement. Upon the occurrence of this Event of Default, the Borrower shall pay to the Holder liquidated damages in the amount of \$100,000 within three (3) calendar days of the date of such failure (the "Registration LD Payment Date"). In addition, for each 30-day period (or part thereof) during which such failure continues and remains uncured, the Borrower shall pay to the Holder additional liquidated damages equal to 2% per month of the value of all registerable securities, due within three (3) calendar days of the end of each such 30-day period; provided that if such failure is cured prior to the end of any 30-day period, the pro rata portion of such 2% amount accrued through the cure date shall be due within three (3) calendar days of such cure date. All such liquidated damages shall be in addition to, and not in lieu of, any other remedies available to the Holder under Section 6(b) or otherwise.

(xxiv) Failure to Cause Registration Statement to Become Effective. The Initial Registration Statement is not declared effective by the Commission on or prior to the Effectiveness Deadline, or any New Registration Statement is not declared effective by the Commission on or prior to the New Registration Effectiveness Deadline, in each case as required under the Registration Rights Agreement. Upon the occurrence of this Event of Default, the Borrower shall pay to the Holder liquidated damages in the amount of \$100,000 within three (3) calendar days of the date of such failure (the "Registration LD Payment Date"). In addition, for each 30-day period (or part thereof) during which such failure continues and remains uncured, the Borrower shall pay to the Holder additional liquidated damages equal to 2% per month of the value of all registerable securities, due within three (3) calendar days of the end of each such 30-day period; provided that if such failure is cured prior to the end of any 30-day period, the pro rata portion of such 2% amount accrued through the cure date shall be due within three (3) calendar days of such cure date. All such liquidated damages shall be in addition to, and not in lieu of, any other remedies available to the Holder under Section 6(b) or otherwise.

(xxv) Variable Securities. From the date hereof until such time as all of the principal amount of the Note is no longer outstanding, the Borrower may effect or enter into an agreement to effect any issuance by the Borrower of Common Stock or Common Stock Equivalents (or a combination of units thereof) involving a Variable Rate Transaction, subject to the requirements of this Section. “Variable Rate Transaction” means a transaction in which the Borrower (i) issues or sells any debt or equity securities that are convertible into, exchangeable or exercisable for, or include the right to receive additional shares of Common Stock either (A) at a conversion price, exercise price or exchange rate or other price that is based upon and/or varies with the trading prices of or quotations for the shares of Common Stock at any time after the initial issuance of such debt or equity securities, or (B) with a conversion, exercise or exchange price that is subject to being reset at some future date after the initial issuance of such debt or equity security or upon the occurrence of specified or contingent events directly or indirectly related to the business of the Borrower or the market for the Common Stock or (ii) enters into, or effects a transaction under, any agreement, including, but not limited to, an equity line of credit or an “at-the-market offering”, whereby the Borrower may issue securities at a future determined price regardless of whether shares pursuant to such agreement have actually been issued and regardless of whether such agreement is subsequently canceled. Notwithstanding the foregoing, the Borrower shall cause 100% of the net proceeds received by the Borrower from any Variable Rate Transaction to be applied directly to the repayment of the outstanding balance of this Note (including all accrued and unpaid interest thereon) prior to the Borrower retaining or using any such proceeds for any other purpose. If the Borrower fails to apply 100% of the net proceeds of any Variable Rate Transaction to the repayment of this Note as required by this Section, such failure shall constitute an Event of Default under Section 6(a) of this Note and the Holder shall be entitled to exercise all remedies available under Section 6(b), including without limitation the Default Premium, Default Interest, and Forced Redemption. Prior to effecting any Variable Rate Transaction, the Borrower shall provide the Holder with written notice thereof no later than three

(3) Trading Days prior to the closing of such transaction. Any Variable Rate Transaction shall not be subject to the Holder’s right of first refusal and right of participation as set forth in Section 4.12 of the Securities Purchase Agreement, which provisions are incorporated herein by reference.

(b) Remedies Upon Default. Upon the occurrence of any Event of Default (after the expiration of the cure period, if any, specified for such Event of Default in Section 6(a)), the Holder may exercise any one or more of the following rights and remedies, in addition to any other rights and remedies available at law, in equity, or under any Transaction Document:

(i) Acceleration. The entire unpaid balance of this Note and all other Obligations shall, at the option of the Holder, become immediately due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by the Borrower.

(ii) Default Premium. From and after the occurrence of an Event of Default, all amounts owing by the Borrower to the Holder under or in connection with this Note or any other Transaction Document (collectively, the “Obligations”) shall be increased to an amount equal to one hundred twenty five percent (125%) of the Obligations outstanding at the time such amount is determined, it being agreed that the Obligations include, without limitation, the outstanding Principal Amount, accrued and unpaid Interest, enforcement costs, legal fees, expenses, indemnities, and any other fees, charges or amounts payable hereunder or thereunder, whether accruing before or after the occurrence of an Event of Default. The Borrower acknowledges and agrees that the default premium provided for herein constitutes liquidated damages and not a penalty, that the actual damages resulting from an Event of Default are difficult or impossible to ascertain with precision, and that such default premium represents a reasonable estimate of the damages likely to be incurred by the Holder as a result of such Event of Default.

(iii) Default Interest. From and after the occurrence of an Event of Default, all outstanding Obligations, whether or not accelerated, shall accrue interest at the Default Interest Rate until the same is paid in full, including following the entry of a judgment in favor of the Holder.

(iv) Forced Redemption. Upon the occurrence of an Event of Default, the Holder may, at its sole option and at any time, require the Borrower to redeem all or any portion of the outstanding Obligations in cash (a “Forced Redemption”) by delivering written notice to the Borrower (a “Forced Redemption Notice”) specifying the amount to be redeemed. The Borrower shall pay such amount in cash by wire transfer of immediately available funds within ten (10) calendar days of receipt of the Forced Redemption Notice (the “Forced Redemption Payment Date”). The amount payable shall equal the applicable Obligations as increased by the Default Premium under Section 6(b)(ii). If the Borrower fails to pay the full amount due by the Forced Redemption Payment Date, Default Interest shall accrue on the unpaid amount from the Forced Redemption Payment Date until paid in full. The Holder’s right to deliver a Forced Redemption Notice shall not be affected by any prior conversion, any prior Forced Redemption Notice, or any partial payment, and may be exercised repeatedly until all Obligations are paid in full.

(v) Conversion Rights Preserved. Notwithstanding the exercise of any remedy under this Section 6(b), the Holder's right to convert any portion of the outstanding Obligations into shares of Common Stock pursuant to Section 4 shall remain in full force and effect. Notwithstanding anything herein to the contrary, including without limitation the definition of Conversion Amount in Section 4(b)(i), from and after the occurrence of an Event of Default, the Conversion Amount for purposes of any conversion shall be automatically increased to reflect the full Obligations as increased by the Default Premium under Section 6(b)(ii), such that the Holder shall be entitled to convert 125% of the outstanding Obligations into shares of Common Stock at the then-applicable Conversion Price.

(7) RIGHTS UPON FUNDAMENTAL TRANSACTION. If, at any time while this Note is outstanding, the Borrower effects a Fundamental Transaction, then, upon any subsequent conversion of this Note, the Holder shall have the right to receive, for each Conversion Share that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction, the same kind and amount of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if it had been, immediately prior to such Fundamental Transaction, the holder of one (1) share of Common Stock (the "Alternate Consideration"). For purposes of any such conversion, the determination of the Conversion Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one (1) share of Common Stock in such Fundamental Transaction, and the Borrower shall apportion the Conversion Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any conversion of this Note following such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, any successor to the Borrower or surviving entity in such Fundamental Transaction shall issue to the Holder a new Note consistent with the foregoing provisions and evidencing the Holder's right to convert such Note into Alternate Consideration. The terms of any agreement pursuant to which a Fundamental Transaction is effected shall include terms requiring any such successor or surviving entity to comply with the provisions of this Section 7 and insuring that this Note (or any such replacement security) will be similarly adjusted upon any subsequent transaction analogous to a Fundamental Transaction.

(8) DISTRIBUTION OF ASSETS; RIGHTS UPON ISSUANCE OF PURCHASE RIGHTS AND OTHER CORPORATE EVENTS.

(a) Distribution of Assets. If the Borrower shall declare or make any dividend or other distributions of its assets (or rights to acquire its assets) to any or all holders of shares of Common Stock, by way of return of capital or otherwise (including without limitation, any distribution of cash, stock or other securities, property, options, evidence of Indebtedness or any other assets by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (the "Distributions"), then the Holder will be entitled to such Distributions as if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of this Note (without taking into account any limitations or restrictions on the convertibility of this Note) immediately prior to the date on which a record is taken for such Distribution or, if no such record is taken, the date as of which the record holders of Common Stock are to be determined for such Distributions and the portion of such Distribution shall be held in abeyance for the Holder until such time or times as its right thereto would not result in the Holder and the other Attribution Parties exceeding the Maximum Percentage, at which time or times the Holder shall be granted such rights (and any rights under this Section 8(a) on such initial rights or on any subsequent such rights to be held similarly in abeyance) to the same extent as if there had been no such limitation).

(b) **Purchase Rights.** If at any time the Borrower grants, issues or sells any Convertible Securities or rights to purchase stock, excluding any shareholder approved employee equity incentive plans, warrants, securities or other property pro rata to the record holders of any class of Common Stock (the “Purchase Rights”), then the Holder will be entitled to acquire or receive, as applicable, upon the terms applicable to such Purchase Rights, 50% of the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of this Note (without taking into account any limitations or restrictions on the convertibility of this Note) immediately prior to the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights (provided, however, that to the extent that the Holder’s right to participate in any such Purchase Right would result in the Holder and the other Attribution Parties exceeding the Maximum Percentage, then the Holder shall not be entitled to participate in such Purchase Right to such extent (and shall not be entitled to beneficial ownership of such shares of Common Stock as a result of such Purchase Right (and beneficial ownership) to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time or times as its right thereto would not result in the Holder and the other Attribution Parties exceeding the Maximum Percentage, at which time or times the Holder shall be granted such right (and any Purchase Right granted, issued or sold on such initial Purchase Right or on any subsequent Purchase Right to be held similarly in abeyance) to the same extent as if there had been no such limitation).

(c) **Other Corporate Events.** In addition to and not in substitution for any other rights hereunder, prior to the occurrence or consummation of any Fundamental Transaction pursuant to which holders of shares of Common Stock are entitled to receive securities, cash, assets or other property with respect to or in exchange for shares of Common Stock (a “Corporate Event”), the Borrower shall make appropriate provision to ensure that, and any applicable Successor Entity or Successor Entities shall ensure that, and it shall be a required condition to the occurrence or consummation of such Corporate Event that, the Holder will thereafter have the right to receive upon conversion of this Note at any time after the occurrence or consummation of the Corporate Event, shares of Common Stock or Successor Capital Stock or, if so elected by the Holder, cash in lieu of the shares of Common Stock (or other securities, cash, assets or other property) purchasable upon the conversion of this Note prior to such Corporate Event, such shares of stock, securities, cash, assets or any other property whatsoever (including warrants or other purchase or subscription rights and any shares of Common Stock) which the Holder would have been entitled to receive upon the occurrence or consummation of such Corporate Event or the record, eligibility or other determination date for the event resulting in such Corporate Event, had this Note been converted immediately prior to such Corporate Event or the record, eligibility or other determination date for the event resulting in such Corporate Event (without regard to any limitations on conversion of this Note). Provision made pursuant to the preceding sentence shall be in a form and substance satisfactory to the Holder. The provisions of this Section 8 shall apply similarly and equally to successive Corporate Events.

(9) RIGHTS UPON ISSUANCE OF OTHER SECURITIES

(a) **Most Favored Nation.** From the date hereof until the later of: (i) the Maturity Date and (ii) the date on which the outstanding balance due under this Note is paid in full, in the event and on each occasion that the Borrower issues, sells or agrees in writing to issue any Common Stock or Common Stock Equivalents on Economic Terms (as defined below) that, in the Holder’s reasonable belief, are more favorable to such investors than the Economic Terms granted to the Holder hereunder (each, an “MFN Triggering Transaction”), the Borrower shall, promptly upon written notice from the Holder after disclosure of such issuance or sale, amend the Economic Terms of the transaction(s) hereunder so as to give the Holder the benefit of such more favorable Economic Terms, including, for the avoidance of doubt, any reset of the Conversion Price under Section 4(c)(ii). For purposes of this Section 9(a), “Economic Terms” means any term, condition, or feature that affects, directly or indirectly, the financial return, economic benefit, or value received by any investor, including without limitation: (A) conversion price, exercise price, or exchange rate; (B) interest rate or default interest rate; (C) original issue discount or purchase price; (D) prepayment or redemption premium; (E) maturity date or repayment schedule; (F) warrant coverage, equity kickers, or any other securities issued in connection therewith; (G) any security interest, collateral, or guarantee; (H) any cash payment, fee, or other compensation paid or payable to any investor; and (I) any other term having economic value or effect; but expressly excluding purely administrative or procedural terms having no economic effect, such as governing law, jurisdiction, and notice provisions. Notwithstanding the foregoing, to the extent the Borrower applies proceeds from an MFN Triggering Transaction to repay the outstanding balance of this Note within two (2) Business Days of the closing of such MFN Triggering Transaction (the “MFN Payment Deadline”), the MFN provisions of this Section 9(a) shall not apply to the portion of the Note balance so repaid; provided that:

(i) if the Borrower repays the entire outstanding balance of this Note on or before the MFN Payment Deadline, then this Section 9(a) shall not apply with respect to such MFN Triggering Transaction;

(ii) if the Borrower repays less than the entire outstanding balance of this Note on or before the MFN Payment Deadline, then this Section 9(a) shall apply in full to the entire remaining outstanding balance of this Note following such partial repayment; and

(iii) if the Borrower makes no repayment of the outstanding balance of this Note on or before the MFN Payment Deadline, then this Section 9(a) shall apply in full to the entire outstanding balance of this Note. For the avoidance of doubt, any partial repayment of the outstanding balance shall under no circumstances limit, reduce, or otherwise affect the Holder's MFN rights with respect to the full remaining outstanding balance of this Note, and the Holder's MFN rights shall survive any partial repayment until all Obligations have been paid in full.

(b) Anti-Dilution. Notwithstanding anything herein to the contrary, if at any time while this Note is outstanding, the Borrower or any Subsidiary sells or grants any option to purchase, or sells or grants any right to reprice, or otherwise disposes of or issues (or announces any sale, grant, or option to purchase or other disposition), any Common Stock or Common Stock Equivalents entitling any Person to acquire shares of Common Stock at an effective price per share that is lower than the Conversion Price then in effect (such lower price, the "Base Conversion Price," and such issuance, a "Dilutive Issuance") (if the holder of the Common Stock or Common Stock Equivalents so issued shall at any time, whether by operation of purchase price adjustments, reset provisions, floating conversion, exercise or exchange prices or otherwise, or due to warrants, options or rights per share issued in connection with such issuance, be entitled to receive shares of Common Stock at an effective price per share lower than the Conversion Price then in effect, such issuance shall be deemed to have occurred for less than the Conversion Price then in effect on the date of the Dilutive Issuance), then the Conversion Price shall be reduced, effective as of the date of such Dilutive Issuance, to equal the Base Conversion Price. If more than one security is issued in a transaction, each security shall be analyzed separately such that the lowest effective price per share shall be used. The Borrower shall notify the Holder in writing no later than the Trading Day following any Dilutive Issuance, indicating the applicable issuance price and other pricing terms (a "Dilutive Issuance Notice"). Notwithstanding the foregoing, a Dilutive Issuance shall not include any issuance (i) pursuant to an equity incentive plan, or (ii) directly or indirectly in connection with any merger, acquisition, strategic transaction or similar business combination.

(10) NONCIRCUMVENTION. The Borrower hereby covenants and agrees that the Borrower will not, by amendment of its Certificate of Incorporation, Bylaws or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Note, and will at all times in good faith carry out all of the provisions of this Note and take all action as may be required to protect the rights of the Holder of this Note.

(11) VOTING RIGHTS. The Holder shall have no voting rights as the holder of this Note, except as required by law and as expressly provided in this Note.

(12) COVENANTS.

(a) Change in Nature of Business. The Borrower shall not make, or permit any of its Subsidiaries to make, any change in the nature of its business as described in the Borrower's most recent Annual Report filed on Form 10-K with the SEC.

(b) Preservation of Existence, Etc. The Borrower shall maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, its existence, rights and privileges, and become or remain, and cause each of its Subsidiaries to become or remain, duly qualified and in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary.

(c) Maintenance of Insurance. The Borrower shall maintain, and cause each of its Subsidiaries to maintain insurance with responsible and reputable insurance companies or associations (including, without limitation, comprehensive general liability, hazard, rent and business interruption insurance) with respect to its properties (including all real properties leased or owned by it) and business, in such amounts and covering such risks as is required by any governmental authority having jurisdiction with respect thereto or as is carried generally in accordance with sound business practice by companies in similar businesses similarly situated.

(d) Transactions with Affiliates. The Borrower shall not, nor shall it permit any of its Subsidiaries to, enter into, renew, extend or be a party to, any transaction or series of related transactions (including, without limitation, the purchase, sale, lease, transfer or exchange of property or assets of any kind or the rendering of services of any kind) with any Affiliate, except in the ordinary course of business in a manner and to an extent consistent with past practice (including without limitation, advances or investments made to related parties, strategic investees and Affiliates) and necessary or desirable for the prudent operation of its business, for fair consideration and on terms no less favorable to it or its Subsidiaries than would be obtainable in a comparable arm's length transaction with a Person that is not an Affiliate thereof.

(e) Charter Amendments. The Borrower shall not amend its charter documents, including, without limitation, its certificate of incorporation and bylaws, in any manner that materially and adversely affects any rights of the Holder.

(f) Declaration. The Borrower shall not declare or make any cash dividend or other cash distribution to holders of shares of Common Stock, by way of return of capital or otherwise including, without limitation, any distribution of cash by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction.

(g) Authorized Shares; Transfer Agent. The Borrower covenants that during the period the conversion right exists, the Borrower will reserve from its authorized and unissued Common Stock a sufficient number of shares, free from preemptive rights, to provide for the issuance of Common Stock upon the full conversion of this Note. The Borrower is required at all times to have authorized and reserved three (3) times the number of shares that is actually issuable upon full conversion of the Note (based on the Conversion Price of the Note in effect from time to time, which, if it cannot be determined, shall be estimated in good faith by the Borrower), it being acknowledged and agreed by the parties that for the initial issuance of the Note, three million (3,000,000) shares of Common Stock is sufficient (the "Reserved Amount"). The Reserved Amount shall be increased from time to time in accordance with the Borrower's obligations hereunder. The Borrower represents that upon issuance, such shares will be duly and validly issued, fully paid and non-assessable. In addition, if the Borrower shall issue any securities or make any change to its capital structure which would change the number of shares of Common Stock into which the Note shall be convertible at the then-current Conversion Price, the Borrower shall at the same time make proper provision so that thereafter there shall be a sufficient number of shares of Common Stock authorized and reserved, free from preemptive rights, for conversion of the outstanding Note, including but not limited to authorizing additional shares or effectuating a reverse split. The Borrower (i) acknowledges that it has irrevocably instructed its transfer agent to issue certificates for the shares of Common Stock issuable upon conversion of this Note, and (ii) agrees that its issuance of this Note shall constitute full authority to its officers and agents who are charged with the duty of executing stock certificates to execute and issue the necessary certificates for shares of Common Stock in accordance with the terms and conditions of this Note. The failure by the Borrower to maintain the Reserved Amount, the failure by the Borrower to be engaged with a transfer agent and subject to the terms of an irrevocable instruction letter in accordance with the terms herein shall each constitute an Event of Default under Section 6(a) of this Note.

(h) Mandatory Repayment from Future Proceeds. From the date hereof until all outstanding Obligations under this Note have been paid in full, the Borrower shall apply forty percent (40%) of the net proceeds received by the Borrower from (i) any future issuance or sale of debt securities, equity securities, or any combination thereof (including, without limitation, any issuance of Common Stock, preferred stock, convertible notes, term loans, credit facilities, or any other financing instrument), regardless of the form of consideration received, and (ii) any sale, transfer, assignment, license, or other disposition of any material asset or group of related assets of the Borrower or any of its Subsidiaries that is not in the ordinary course of business (including, without limitation, any sale of a business unit, intellectual property portfolio, real property, or other material asset), to the repayment of the outstanding Obligations due under this Note, in each case within five (5) Business Days of the Borrower's receipt of such proceeds (the "Mandatory Repayment Date"). The Holder shall have sole discretion as to the application of any such repayment amounts against the outstanding Obligations. The failure of the Borrower to make any such mandatory repayment by the applicable Mandatory Repayment Date shall constitute an immediate Event of Default under Section 6(a) of this Note, without the requirement of any further notice or cure period, and the Holder shall be entitled to exercise all remedies available under Section 6(b), including without limitation the Default Premium, Default Interest, and Forced Redemption.

(13) TRANSFER. This Note and any shares of Common Stock issued upon conversion of this Note may be offered, sold, assigned or transferred according to the Purchase Agreement.

(14) REISSUANCE OF THIS NOTE.

(a) Transfer. If this Note is to be transferred, the Holder shall instruct the Borrower who the new Holder will be. The Borrower will issue and deliver the new Note within three (3) days of such notice. This Note shall be automatically cancelled upon delivery of the new Note to the new Holder.

(b) Lost, Stolen or Mutilated Note. Upon receipt by the Borrower of evidence reasonably satisfactory to the Borrower of the loss, theft, destruction or mutilation of this Note, and, in the case of loss, theft or destruction, of any indemnification undertaking by the Holder to the Borrower in customary form and, in the case of mutilation, upon surrender and cancellation of this Note, the Borrower shall execute and deliver to the Holder a new Note (in accordance with Section 14(d)) representing the then outstanding Principal amount of the Note.

(c) Note Exchangeable for Different Denominations. This Note is exchangeable, upon the surrender hereof by the Holder at the principal office of the Borrower, for a new Note or Notes (in accordance with Section 14(d)) representing in the aggregate the outstanding Principal of this Note, and each such new Note will represent such portion of such outstanding Principal as is designated by the Holder at the time of such surrender.

(d) Issuance of New Notes. Whenever the Borrower is required to issue a new Note pursuant to the terms of this Note, such new Note (i) shall be of like tenor with this Note, (ii) shall represent, as indicated on the face of such new Note, the Principal remaining outstanding (or in the case of a new Note being issued pursuant to Section 14(a) or Section 14(c), the Principal designated by the Holder which, when added to the principal represented by the other new Notes issued in connection with such issuance, does not exceed the Principal remaining outstanding under this Note immediately prior to such issuance of new Notes), (iii) shall have an issuance date, as indicated on the face of such new Note, which is the same as the Issuance Date of this Note, (iv) shall have the same rights and conditions as this Note, and (v) shall represent the then total outstanding balance due under this Note..

(15) REMEDIES, CHARACTERIZATIONS, OTHER OBLIGATIONS, BREACHES AND INJUNCTIVE RELIEF. The remedies provided in this Note shall be cumulative and in addition to all other remedies available under this Note and any of the other Transaction Documents, at law or in equity, and nothing herein shall limit the Holder's right to pursue actual and consequential damages for any failure by the Borrower to comply with the terms of this Note. Amounts set forth or provided for herein with respect to payments, conversion, redemption and the like (and the computation thereof) shall be the amounts to be received by the Holder and shall not, except as expressly provided herein, be subject to any other obligation of the Borrower (or the performance thereof).

(16) PAYMENT OF COLLECTION, ENFORCEMENT AND OTHER COSTS. If (a) this Note is placed in the hands of an attorney for collection or enforcement or is collected or enforced through any legal proceeding or the Holder otherwise takes action to collect amounts due under this Note or to enforce the provisions of this Note or (b) there occurs any bankruptcy, reorganization, receivership of the Borrower or other proceedings affecting Borrower creditors' rights and involving a claim under this Note, then the Borrower shall pay the costs and expenses incurred by the Holder for such collection, enforcement or action or in connection with such bankruptcy, reorganization, receivership or other proceeding, including, but not limited to, attorneys' fees and disbursements.

(17) CONSTRUCTION; HEADINGS. This Note shall be deemed to be jointly drafted by the Borrower and the Holder and shall not be construed against any person as the drafter hereof. The headings of this Note are for convenience of reference and shall not form part of, or affect the interpretation of, this Note.

(18) FAILURE OR INDULGENCE NOT WAIVER. No failure or delay on the part of the Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

(19) [Intentionally Omitted.]

(20) NOTICES; PAYMENTS.

(a) **Notices.** Notwithstanding anything to the contrary contained herein, all notices, demands, requests, consents, approvals, and other communications required or permitted under this Note or any of the Transaction Documents shall be governed exclusively by the notice provisions set forth in the Purchase Agreement, which are hereby incorporated by reference as if set forth herein in full, including with respect to permitted methods of delivery, timing, effectiveness, addresses, and electronic service. In the event of any inconsistency between the notice provisions of this Note and the Purchase Agreement, the Purchase Agreement shall control.

(b) **Payments.** Whenever any payment of cash is to be made by the Company to any Person pursuant to this Note, such payment shall be made in lawful money of the United States of America by wire transfer of immediately available funds to the Holder's wire transfer instructions. Whenever any amount expressed to be due by the terms of this Note is due on any day, which is not a Business Day, the same shall instead be due on the next succeeding day, which is a Business Day.

(21) CANCELLATION. After all Principal, accrued Interest and other amounts at any time owed on this Note have been paid in full, this Note shall automatically be deemed canceled, shall be surrendered to the Borrower for cancellation and shall not be reissued.

(22) WAIVER OF NOTICE. To the extent permitted by law, the Borrower hereby waives demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note.

(23) GOVERNING LAW; JURISDICTION; JURY TRIAL. Notwithstanding anything to the contrary contained herein, all matters concerning governing law, jurisdiction, venue, service of process, and waiver of jury trial with respect to this Note or any of the Transaction Documents shall be governed exclusively by the corresponding provisions set forth in the Purchase Agreement, which are hereby incorporated by reference as if set forth herein in full. In the event of any inconsistency between the provisions of this Note and the Purchase Agreement with respect to any of the foregoing matters, the Purchase Agreement shall control.

(24) SEVERABILITY. If any provision of this Note is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Note.

(25) DISCLOSURE. Prior to disclosing to the Holder any information that the Borrower reasonably believes may constitute material, non-public information relating to the Borrower or its Subsidiaries ("NPI"), the Borrower shall first obtain the prior written consent of the Holder to receive such NPI. If the Holder does not provide such written consent, the Borrower shall refrain from disclosing such NPI to the Holder. Upon receipt or delivery by the Borrower of any notice in accordance with the terms of this Note, unless the Borrower has in good faith determined that the matters relating to such notice do not constitute NPI relating to the Borrower or its Subsidiaries, the Borrower shall within one (1) Business Day after any such receipt or delivery publicly disclose such NPI on a Current Report on Form 8-K or otherwise. In the event that the Borrower believes that a notice contains NPI relating to the Borrower or its Subsidiaries, the Borrower shall so indicate to the Holder contemporaneously with delivery of such notice, and in the absence of any such indication, the Holder shall be allowed to presume that all matters relating to such notice do not constitute NPI relating to the Borrower or its Subsidiaries.

(26) INDEMNIFICATION. Borrower indemnifies Holder and their control persons, affiliates, and assignees from and against any and all liabilities which may be incurred by them in connection with the transactions contemplated herein.

(27) NOT AN UNDERWRITER. The Borrower affirms the Holder is not an underwriter and is not acting in the capacity of an underwriter.

(28) CERTAIN DEFINITIONS. For purposes of this Note, the following terms shall have the meanings set forth below. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

(a) “Affiliate” means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person. “Attribution Parties” means, collectively, the Holder, together with (i) any other Person whose beneficial ownership of Common Stock would or could be aggregated with the Holder’s for purposes of Section 13(d) of the Exchange Act, (ii) any Affiliates of the Holder, and (iii) any other Persons acting as a group together with the Holder within the meaning of Section 13(d) of the Exchange Act.

(b) “Business Day” means any day other than a Saturday, Sunday, U.S. federal legal holiday, or any day on which banking institutions in the State of New York are authorized or required by law or governmental action to close.

(c) “Closing Date” means the Issuance Date of this Note.

(d) “Closing Price” means, as of any date, the closing price of the Common Stock on the Principal Market on such date (or the nearest preceding Trading Day on which the Common Stock was traded), as reported by the Principal Market.

(e) “Common Stock Equivalents” means any securities of the Borrower or its Subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, rights, options, warrants or other instrument that is at any time convertible into, exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

(f) “Fundamental Transaction” means (i) any merger or consolidation of the Borrower with or into another Person, (ii) any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of the Borrower’s assets in one or a series of related transactions, (iii) any purchase offer, tender offer or exchange offer pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and which has been accepted by the holders of 50% or more of the outstanding Common Stock, (iv) any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, or (v) any stock or share purchase agreement or other business combination with another Person whereby such other Person acquires more than 50% of the outstanding shares of Common Stock.

(g) “Default Interest Rate” means 18% per annum.

(h) “Interest Rate” means 10% per annum.

(i) “Registration Rights Agreement” means that certain Registration Rights Agreement, dated as of March 31, 2026, by and between the Borrower and the Holder, as amended by that certain First Amendment to Registration Rights Agreement dated May 18, 2026, that certain Second Amendment to Registration Rights Agreement dated June 22, 2026, and that certain Third Amendment to Registration Rights Agreement dated as of the Issuance Date of this Note, and as further amended, restated, supplemented or otherwise modified from time to time

(j) “Principal Market” means the NASDAQ.

(k) “Successor Capital Stock” means the capital stock or other equity interests of any Successor Entity issued or issuable upon conversion of this Note following a Fundamental Transaction.

(l) “Successor Entity” means any Person (i) into which the Borrower is merged or consolidated in connection with a Fundamental Transaction, (ii) that acquires all or substantially all of the assets or outstanding shares of Common Stock of the Borrower in connection with a Fundamental Transaction, or (iii) that is formed by or results from any Fundamental Transaction, and in each case, any Person that is an Affiliate of any of the foregoing. (m) “Trading Day” means any day on which the Principal Market is open for trading.

(n) “Transaction Documents” means this Note, the Purchase Agreement, the IRA, the Third Amendment, the Registration Rights Agreement, the Security Agreement, and any other documents or agreements executed in connection with the transactions contemplated thereby, as each may be amended, restated, supplemented or otherwise modified from time to time.

(o) “VWAP” means, for any date, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) as reported by www.quotemedia.com, or, if such source is not available or not reporting the applicable information, as reported by Bloomberg L.P., or, if neither such source is available, as mutually agreed upon in writing by the Borrower and the Holder.

[Signature Page Follows]

IN WITNESS WHEREOF, the Borrower has caused this Senior Secured Note to be duly executed as of the Issuance Date set out above.

BORROWER

MOBIX LABS, INC.

By: /s/ Keyvan Samini

Name: Keyvan Samini

Title: President, CFO and Acting General Counsel

PREFERRED STOCK PURCHASE WARRANT**MOBIX LABS, INC.**

Warrant Shares: 6,000

Issuance Date: August 28, 2026

THIS PREFERRED STOCK PURCHASE WARRANT (the “Warrant”) certifies that, for value received, Kips Bay Select LP, a limited partnership organized under the laws of the State of Delaware, or its assigns (the “Holder”) is entitled, upon the terms and subject to the conditions hereinafter set forth, at any time on or after the date hereof (the “Initial Exercise Date”) and on or prior to 6:00 p.m. (New York City time) on the Termination Date, but not thereafter, to subscribe for and purchase from Mobix Labs, Inc., a Delaware corporation (the “Company”), up to six thousand (6,000) shares (as subject to adjustment hereunder, the “Warrant Shares”) of Series A 10% Convertible Preferred Stock of the Company (the “Preferred Stock”). The purchase price of one share of Preferred Stock under this Warrant shall be equal to the Exercise Price, as defined in Section 2(b). As used herein, “Termination Date” means the date that is twelve (12) months after the Issuance Date of this Warrant; provided that, if such date is not a Trading Day, then the Termination Date shall be the immediately following Trading Day.

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in that certain Securities Purchase Agreement, dated as of May 19, 2026, by and between the Company and the Holder, as amended by that certain Amendment No. 1 to Securities Purchase Agreement dated as of June 18, 2026 and that certain Amendment No. 2 to Securities Purchase Agreement dated as of August 28, 2026 (as so amended, the “Purchase Agreement”). In addition, the following terms shall have the following meanings:

“Beneficial Ownership Limitation” shall have the meaning ascribed to such term in the Certificate of Designation.

“Conversion Shares” shall have the meaning ascribed to such term in the Certificate of Designation.

“Notice of Conversion” shall have the meaning ascribed to such term in the Certificate of Designation.

“Share Delivery Date” shall have the meaning ascribed to such term in the Certificate of Designation.

“Triggering Event” shall have the meaning ascribed to such term in the Certificate of Designation.

Section 2. Exercise.

a) Exercise of Warrant. Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Initial Exercise Date and on or before the Termination Date by delivery to the Company of a duly executed PDF copy submitted by e-mail (or e-mail attachment) of the Notice of Exercise in the form annexed hereto (the "Notice of Exercise"). Within the earlier of (i) two (2) Trading Days and (ii) the number of Trading Days comprising the Standard Settlement Period (as defined in Section 2(d)(i) herein) after the delivery to the Company of the Notice of Exercise, the Holder shall deliver the aggregate Exercise Price for the Warrant Shares specified in the applicable Notice of Exercise by wire transfer or cashier's check drawn on a United States bank, or by any lawful payment method reasonably acceptable for immediately available funds. The Company shall honor each Notice of Exercise in accordance with this Warrant and may not reject or delay any exercise except in the case of manifest error in such Notice of Exercise, which objection shall be delivered within one (1) Business Day after receipt or be deemed waived. No ink-original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise be required. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company in connection with any exercise hereunder unless the Holder is exercising this Warrant in full, in which case the Holder shall surrender this Warrant to the Company for cancellation within three (3) Trading Days after the date on which the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. **The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.**

b) Exercise Price. The exercise price per share of Preferred Stock under this Warrant shall be **\$1,000.00**, subject to adjustment hereunder (the "Exercise Price").

c) Intentionally Omitted.

d) Mechanics of Exercise.

i. Delivery of Warrant Shares Upon Exercise. The Company shall cause the Warrant Shares purchased hereunder to be delivered to the Holder by the Warrant Share Delivery Date by (A) if the Company has appointed a transfer agent with respect to the Preferred Stock, directing such transfer agent to record the issuance of the Warrant Shares to the Holder by book-entry on the records maintained by such transfer agent, or (B) if no such transfer agent has been appointed, recording the issuance of the Warrant Shares to the Holder by book-entry on the Company's share register, in each case for the number of Warrant Shares to which the Holder is entitled pursuant to such exercise, by the date that is the earlier of (i) two (2) Trading Days after the delivery to the Company of the Notice of Exercise and (ii) the number of Trading Days comprising the Standard Settlement Period after the delivery to the Company of the Notice of Exercise (such date, the "Warrant Share Delivery Date"). In addition, if requested by the Holder, the Company shall deliver to the Holder a physical certificate representing the applicable Warrant Shares, registered in the Company's share register in the name of the Holder or its designee, to the address specified by the Holder in the Notice of Exercise. Upon delivery of the Notice of Exercise, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date of delivery of the Warrant Shares, provided that the payment of the aggregate Exercise Price is received within the earlier of (i) two (2) Trading Days and (ii) the number of Trading Days comprising the Standard Settlement Period following delivery of the Notice of Exercise. As used herein, "Standard Settlement Period" means the standard settlement period, expressed in a number of Trading Days, on the Company's primary Trading Market with respect to the Common Stock as in effect on the date of delivery of the Notice of Exercise, but in no event earlier than one (1) Trading Day after each Exercise Date. Notwithstanding anything herein to the contrary, upon exercise of this Warrant or within one (1) Trading Day following the exercise of this Warrant, if the Holder delivers a Notice of Conversion converting all or any portion of the shares of Preferred Stock deliverable upon exercise of this Warrant, the Company shall, in lieu of delivery of the applicable Warrant Shares pursuant to the terms hereunder, deliver the Conversion Shares to the Holder in connection with such Notice of Conversion pursuant to the terms of the Certificate of Designation ("Conversion Share Delivery"), except that the Company shall deliver such Conversion Shares by the Warrant Share Delivery Date rather than the Share Delivery Date in a Conversion Share Delivery. To the extent that shares of Common Stock are issued by the Company pursuant to the immediately preceding sentence, the Company shall cause such shares of Common Stock to be transmitted by the Transfer Agent to the Holder by crediting the account of the Holder's or its designee's balance account with The Depository Trust Company through its Deposit or Withdrawal at Custodian system ("DWAC") if the Company is then a participant in such system and either (x) there is an effective registration statement permitting the issuance of such shares of Common Stock to, or resale of such shares of Common Stock by, the Holder or (y) such shares of Common Stock are eligible for resale by the Holder without volume or manner-of-sale limitations pursuant to Rule 144, and otherwise by physical delivery of a certificate, registered in the Company's share register in the name of the Holder or its designee, to the address specified by the Holder in the Notice of Conversion, for the number of shares of Common Stock to which the Holder is entitled pursuant to such exercise by the Warrant Share Delivery Date. In the event that the Company fails to timely deliver the shares of Common Stock issuable upon conversion of the Warrant Shares pursuant to the terms of the Certificate of Designation governing the Preferred Stock (including the delivery of Conversion Shares by the Warrant Share Delivery Date in a Conversion Share Delivery), the provisions covering such failure to timely deliver such shares of Common Stock in the Certificate of Designation shall govern the Company's obligations therefor, including, without limitation, Section 6(c) of the Certificate of Designation. The Beneficial Ownership Limitation shall apply to the delivery of such Conversion Shares.

ii. Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant, at the time of delivery of the Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

iii. Rescission Rights. If the Company fails to transmit or fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares pursuant to Section 2(d)(i), or the Conversion Shares pursuant to a Conversion Share Delivery, by the Warrant Share Delivery Date, then the Holder will have the right to rescind such exercise.

iv. Failure to Deliver Warrant Shares. If the Company fails to deliver the applicable Warrant Shares to the Holder within the time period required pursuant to Section 2(d)(i), such failure shall constitute a breach of this Warrant and the Transaction Documents, and the Holder shall be entitled to all rights and remedies available under the Transaction Documents, at law or in equity, including, without limitation, the right to pursue specific performance.

v. Fractional Shares or Scrip. No fractional Warrant Shares shall be issued upon exercise of this Warrant; provided that any fractional Warrant Share otherwise issuable shall be rounded down to the nearest whole Warrant Share.

vi. Charges, Taxes and Expenses. Issuance of Warrant Shares (or the issuance of Conversion Shares in a Conversion Share Delivery) shall be made without charge to the Holder for any incidental expense in respect of the issuance of such Warrant Shares (or, if applicable, Conversion Shares). In the event that Warrant Shares are to be issued in a name other than the name of the Holder, the Holder shall deliver to the Company the Assignment Form attached hereto duly executed by the Holder. The Company shall pay all Transfer Agent fees required for same-day processing of any Notice of Exercise and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of any shares of Common Stock issued in a Conversion Share Delivery.

vii. Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

Section 3. Certain Adjustments.

a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on shares of its Preferred Stock or any other equity or equity equivalent securities payable in shares of Preferred Stock (which, for avoidance of doubt, shall not include any shares of Preferred Stock issued by the Company upon exercise of this Warrant), (ii) subdivides outstanding shares of Preferred Stock into a larger number of shares, (iii) combines (including by way of a reverse stock split, combination or otherwise) outstanding shares of Preferred Stock into a smaller number of shares or (iv) issues by reclassification of shares of the Preferred Stock any shares of capital stock of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Preferred Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Preferred Stock outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

b) [RESERVED]

c) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 3(a) above, if at any time the Company grants, issues or sells any rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of Preferred Stock (the "Purchase Rights"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Preferred Stock acquirable upon complete exercise of this Warrant immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Preferred Stock are to be determined for the grant, issue or sale of such Purchase Rights.

d) Pro Rata Distributions. During such time as this Warrant is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Preferred Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a "Distribution"), at any time after the issuance of this Warrant, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Preferred Stock acquirable upon complete exercise of this Warrant immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Preferred Stock are to be determined for the participation in such Distribution.

e) Fundamental Transaction. If, at any time while this Warrant is outstanding, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person, (ii) the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Voting Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of more than 50% of the outstanding Voting Stock, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Voting Stock or any compulsory share exchange pursuant to which the Voting Stock is effectively converted into or exchanged for other securities, cash or property, or (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person or group of Persons whereby such other Person or group acquires more than 50% of the outstanding shares of Voting Stock (not including any shares of Voting Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each a “Fundamental Transaction”), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each share of Common Stock that would have been issuable upon conversion of the Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, at the option of the Holder, the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the “Alternate Consideration”) receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock issuable upon conversion of the number of Warrant Shares for which this Warrant is exercisable immediately prior to such Fundamental Transaction. For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the “Successor Entity”) to assume in writing all of the obligations of the Company under this Warrant and the other Transaction Documents in accordance with the provisions of this Section 3(e) pursuant to written agreements approved by the Holders of a majority of the shares of Preferred Stock issuable upon exercise of the then outstanding Warrants (without unreasonable delay) prior to such Fundamental Transaction and shall, at the option of the Holder, deliver to the Holder in exchange for this Warrant a security of the Successor Entity evidenced by a written instrument substantially similar to this Warrant which is exercisable for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon conversion of the Warrant Shares issuable upon exercise of this Warrant prior to such Fundamental Transaction, and with an exercise price which applies the exercise price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such exercise price being for the purpose of protecting the economic value of this Warrant immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory to a similarly situated holder of warrants on substantially similar terms to this Warrant. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Warrant and the other Transaction Documents referring to the “Company” shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Warrant and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Company herein. For purposes of this Section 3(e), “Voting Stock” means the Common Stock and any other class or series of capital stock of the Company entitled to vote generally on the election of directors.

f) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of shares of Preferred Stock or Common Stock, as the case may be, deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Preferred Stock or Common Stock (excluding treasury shares, if any), as the case may be, issued and outstanding.

g) Notice to Holder.

i. Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Company shall promptly deliver to the Holder by email a notice setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares and setting forth a brief statement of the facts requiring such adjustment.

ii. Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Preferred Stock or Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Preferred Stock or Common Stock, (C) the Company shall authorize the granting to all holders of the Preferred Stock or Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Preferred Stock or Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Preferred Stock or Common Stock is converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be delivered by email to the Holder at its last email address as it shall appear upon the Warrant Register of the Company, at least twenty (20) calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Preferred Stock or Common Stock to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Preferred Stock or Common Stock shall be entitled to exchange their shares of the Preferred Stock or Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided in this Warrant constitutes, or contains, material, non-public information regarding the Company or any of the Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

Section 4. Transfer of Warrant.

a) Transferability. This Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon delivery to the Company of a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney. Upon such delivery, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company unless the Holder has assigned this Warrant in full, in which case, the Holder shall surrender this Warrant to the Company within three (3) Trading Days of the date on which the Holder delivers an assignment form to the Company assigning this Warrant in full. This Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the initial exercise date of this Warrant and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the “Warrant Register”), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

Section 5. Miscellaneous.

a) No Rights as Stockholder Until Exercise. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 2(d)(i), except as expressly set forth in Section 3.

b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant Shares, and, in the case of loss, theft or destruction, of a customary unsecured indemnity reasonably satisfactory to it, and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate. In no event shall the Holder be required to post any bond or other security in connection therewith.

c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then, such action may be taken or such right may be exercised on the next succeeding Business Day.

d) Authorized Shares.

The Company covenants that, during the period the Warrant is outstanding, the Company will reserve from its authorized and unissued Preferred Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of issuing the necessary Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation or of any requirements of the Trading Market upon which the Common Stock may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (i) not increase the par value of any Warrant Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (ii) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant and (iii) use best efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

e) Governing Law; Dispute Resolution. All matters concerning governing law, jurisdiction, venue, service of process, waiver of jury trial, and dispute resolution with respect to this Warrant or any of the Transaction Documents shall be governed exclusively by the corresponding provisions set forth in Section 5.9 of the Purchase Agreement, which are hereby incorporated by reference as if set forth herein in full. In the event of any inconsistency between the provisions of this Warrant and the Purchase Agreement with respect to any of the foregoing matters, the Purchase Agreement shall control.

f) Nonwaiver. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies. Without limiting any other provision of this Warrant or any other Transaction Document, the Company shall pay all costs and expenses, including reasonable attorneys' fees and expenses, incurred by the Holder in connection with the enforcement or preservation of any rights under this Warrant or any other Transaction Document or in collecting any amounts due hereunder or thereunder.

g) Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder or under any other Transaction Document shall be governed exclusively by the notice provisions set forth in Section 5.4 of the Purchase Agreement, which are hereby incorporated by reference as if set forth herein in full, including with respect to permitted methods of delivery, timing, effectiveness, addresses and electronic service. In the event of any inconsistency between the notice provisions of this Warrant and the Purchase Agreement, the Purchase Agreement shall control.

h) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Warrant Shares or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

i) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

j) Successors and Assigns. This Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and assigns of the Company and the successors and assigns of the Holder. The Company may not assign this Warrant or any rights or obligations hereunder without the prior written consent of the Holder, except in connection with a Fundamental Transaction in which the Successor Entity assumes in writing all of the obligations of the Company under this Warrant and the other Transaction Documents in accordance with Section 3(e). The Holder may assign this Warrant and any of its rights hereunder, in whole or in part. The provisions of this Warrant are intended to be for the benefit of each Holder from time to time of this Warrant and each holder of Warrant Shares, and shall be enforceable by the Holder or any such holder.

k) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company and the Holder.

l) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

m) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

n) Intentionally Omitted.

o) Listing Cure. If at any time after the date hereof the Company has received written notice from the Trading Market that the Company is not in compliance with a continued-listing standard relating to market value of listed securities, market value of publicly held shares, or stockholders' equity, and this Warrant is then classified as a liability rather than equity for accounting purposes under U.S. generally accepted accounting principles, the Holder shall, upon written request from the Company, cooperate in good faith to (i) amend this Warrant to achieve equity classification or, (ii) if reclassification is not feasible, accept the cancellation, exchange, or repurchase of this Warrant (in whole or in part) on terms designed to preserve the Holder's economic position to the extent reasonably practicable; provided that in no event shall the consideration payable to the Holder in connection with any cancellation, exchange or repurchase of this Warrant pursuant to this section be less than twenty percent (20%) of the aggregate Exercise Price of the unexercised portion of this Warrant. For the avoidance of doubt, this section shall not apply unless and until such listing deficiency notice has been received in writing by the Company from the Trading Market and is then continuing.

(Signature Page Follows)

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

MOBIX LABS, INC.

By: /s/ Keyvan Samini

Name: Keyvan Samini

Title: President, CFO and Acting General Counsel

NOTICE OF EXERCISE

TO: **MOBIX LABS, INC.**

(1) The undersigned hereby elects to purchase _____ Warrant Shares of the Company pursuant to the terms of the Warrant, with an Issuance Date of [_____], 2026, and tenders herewith payment of the exercise price in full.

(2) Payment shall take the form of wire transfer of immediately available funds or cashier's check drawn on a United States bank, or by any lawful payment method reasonably acceptable for immediately available funds in accordance with the terms of the Warrant.

(3) Please issue said Warrant Shares in the name of the undersigned or in such other name as is specified below:

[SIGNATURE OF HOLDER]

Name of Investing Entity:

Signature of Authorized Signatory of Investing Entity:

Name of Authorized Signatory:

Title of Authorized Signatory:

Date: _____

ASSIGNMENT FORM

(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to exercise the Warrant.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name: _____
(Please Print)

Address: _____
(Please Print)

Phone Number: _____

Email Address: _____

Dated: _____, _____

Holder's Signature: _____

Holder's Address: _____

THIRD AMENDMENT TO REGISTRATION RIGHTS AGREEMENT

THIS THIRD AMENDMENT TO REGISTRATION RIGHTS AGREEMENT (this “Amendment”) is entered into as of August 28, 2026 (the “Effective Date”), by and between Mobix Labs, Inc., a corporation organized under the laws of the State of Delaware (the “Company”) and Leviston Resources, LLC, a limited liability company organized under the laws of the State of Delaware (the “Investor”).

WHEREAS, the Company and the Investor are parties to that certain Registration Rights Agreement dated March 31, 2026, as amended by that certain First Amendment to Registration Rights Agreement dated May 18, 2026 and that certain Second Amendment to Registration Rights Agreement dated June 22, 2026 (the “Original RRA”);

WHEREAS, the Company and the Investor are parties to that certain Securities Purchase Agreement dated March 31, 2026 (as amended, the “SPA”), and that certain Senior Secured Convertible Note dated March 31, 2026, as amended (the “Original Note”);

WHEREAS, the Company and the Investor are entering into that certain Third Amendment to Securities Purchase Agreement dated August 28, 2026 (the “Third Amendment”), pursuant to which the Company is issuing to the Investor a Senior Secured Convertible Note in the principal amount of \$1,200,000 (the “New Note”), and that certain Investor Rights Agreement dated August 28, 2026 (the “IRA”), pursuant to which the Investor has the right to purchase Additional Notes on the terms set forth therein;

WHEREAS, the Parties desire that all shares of Common Stock issuable upon conversion of the New Note constitute Registrable Securities under the Original RRA, with independent filing deadlines, effectiveness deadlines, and liquidated damages provisions;

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

1. The representations, covenants, and recitations set forth in the foregoing recitals are hereby incorporated into and made a part of this Amendment, including all defined terms referenced therein. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Original RRA, the SPA, or the IRA, as applicable.
2. Except as specifically modified by this Amendment, the terms and conditions of the Original RRA shall remain in full force and effect. In the event of any inconsistency between the terms of this Amendment and the terms of the Original RRA, the terms of this Amendment shall control.
3. New Conversion Shares as Registrable Securities. All shares of Common Stock issuable upon conversion of the New Note (the “New Conversion Shares”) shall constitute “Registrable Securities” as defined in the Original RRA, with all rights, protections, and remedies applicable thereto.

4. Filing Deadline. The Company shall file with the Commission, no later than October 9, 2026 (the “Additional Filing Deadline”), either (i) a post-effective amendment to the then-effective Registration Statement, or (ii) a New Registration Statement (as defined in the Original RRA), in each case covering the resale of all New Conversion Shares. The form of such filing shall be at the Investor’s election.
5. Effectiveness Deadline. The Effectiveness Deadline mechanic set forth in Section 2(b) of the Original RRA (including the Shutdown Extension, if applicable) shall apply mutatis mutandis to any filing made pursuant to Section 4 of this Amendment. For the avoidance of doubt, the Company shall use its reasonable best efforts to have such filing declared effective as soon as practicable following the filing thereof, subject to the same deadlines and conditions as set forth in Section 2(b) of the Original RRA.
6. Liquidated Damages. All liquidated damages provisions set forth in Section 2(c) of the Original RRA (i.e., \$100,000 within three (3) calendar days of any failure, plus 2% per 30- day period of the aggregate value of the applicable Registrable Securities) shall apply independently in respect of any failure relating to the Additional Filing Deadline, the corresponding Effectiveness Deadline, or any failure to maintain effectiveness of the applicable Registration Statement covering the New Conversion Shares. Such liquidated damages shall be in addition to, and not in lieu of, any other remedies available to the Investor under the Original RRA, the Original Note, the New Note, or otherwise.
7. Continued Application. All other provisions of the Original RRA shall continue to apply to the New Conversion Shares on the same terms and to the same extent as they apply to the Conversion Shares of the Original Note.
8. This Amendment and the Original RRA shall each constitute a “Transaction Document” as defined in the SPA. This Amendment shall be governed by and construed in accordance with the governing law, dispute resolution, and related provisions set forth in the SPA, which are incorporated herein by reference.
9. This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF the parties have signed this Amendment in one or more counterparts as of the date first hereinabove set forth.

The Company

MOBIX LABS, INC.

By: /s/ Keyvan Samini
Name: Keyvan Samini
Title: President, CFO and Acting General Counsel

The Investor

LEVISTON RESOURCES, LLC

By: /s/ Roman Rogol
Name: Roman Rogol
Title: CFO

THIRD AMENDMENT TO SECURITIES PURCHASE AGREEMENT

THIS THIRD AMENDMENT TO SECURITIES PURCHASE AGREEMENT (the “**Amendment**”) is entered into as of August 28, 2026 (the “Effective Date”), by and between Mobix Labs, Inc., a corporation organized under the laws of the State of Delaware (the “**Borrower**”) and Leviston Resources, LLC, a limited liability company organized under the laws of the State of Delaware (the “**Holder**”).

WHEREAS, the Borrower and the Holder entered into a Securities Purchase Agreement dated March 31, 2026 (the “**SPA**”) and a Senior Secured Convertible Note dated March 31, 2026 (the “**Note**”), in each case as amended by that certain First Amendment to Securities Purchase Agreement and Senior Secured Convertible Note dated May 13, 2026 (the “First Amendment”) and that certain Second Amendment to Securities Purchase Agreement dated June 17, 2026 (the “Second Amendment”);

WHEREAS, pursuant to that certain Investor Rights Agreement dated May 13, 2026 (the “Original IRA”), the Borrower issued to the Holder Additional Notes in an aggregate principal amount of \$4,000,000, and no investment rights remain outstanding under the Original IRA;

WHEREAS, the Borrower desires to issue and sell to the Holder, and the Holder desires to purchase, a new Senior Secured Convertible Note in the principal amount of \$1,200,000 for a purchase price of \$1,000,000 (the “New Note”), and the parties desire to enter into a new Investor Rights Agreement dated as of the date of the New Note (the “New IRA”) granting the Holder the right to purchase additional notes in an aggregate principal amount of up to \$3,600,000 for an aggregate purchase price of up to \$3,000,000;

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

1. The representations, covenants, and recitations set forth in the foregoing recitals are hereby incorporated into and made a part of this Amendment, including all defined terms referenced therein.

2. Except as specifically modified by this Amendment, the terms and conditions of the Note and the SPA shall remain in full force and effect. In the event of any inconsistency between the terms of this Amendment and the terms of the Note or the SPA, the terms of this Amendment shall control. All capitalized terms used herein shall have the meaning ascribed to them in the Note or the SPA, as applicable, unless defined otherwise herein.

3. **Issuance of New Note.** On the Effective Date, the Borrower shall issue and sell to the Holder, and the Holder shall purchase, the New Note in the principal amount of \$1,200,000 (including original issue discount of \$200,000) for a purchase price of \$1,000,000, in the form attached hereto as Exhibit A. The New Note is issued pursuant to the SPA, as amended hereby, and shall constitute a “Note” and a “Transaction Document” for all purposes under the SPA and the other Transaction Documents; provided that the Issuance Date, the Maturity Date, the Conversion Price and all other date-dependent terms of the New Note shall be determined solely by reference to the terms of the New Note.

4. New Investor Rights Agreement. Concurrently with the issuance of the New Note, the Borrower and the Holder shall enter into the New IRA, in the form attached hereto as Exhibit B. The New IRA and each Additional Note issued thereunder shall constitute a “Transaction Document,” and each such Additional Note shall constitute a “Note,” in each case for all purposes under the SPA and the other Transaction Documents.

5. Representations. The Borrower represents and warrants to the Holder that the representations and warranties of the Borrower set forth in the SPA are true and correct in all material respects as of the Effective Date (except for representations and warranties that speak as of a specific date, which are true and correct as of such date), and that no Event of Default has occurred and is continuing.

6. This Amendment shall constitute a “Transaction Document” as defined in the SPA, and all references to “Transaction Documents” in the Note, the SPA, and the other Transaction Documents shall be deemed to include this Amendment. This Amendment shall be governed by and construed in accordance with the governing law, dispute resolution, and related provisions set forth in Section 5.9 of the SPA, as amended by the Second Amendment, which are incorporated herein by reference.

7. This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF the parties have signed this Amendment in one or more counterparts as of the date first hereinabove set forth.

The Borrower

MOBIX LABS, INC.

By: /s/ Keyvan Samini
Name: Keyvan Samini
Title: President, CFO and Acting General Counsel

The Holder

LEVISTON RESOURCES, LLC

By: /s/ Roman Rogol
Name: Roman Rogol
Title: CFO

[Signature page to Third Amendment to Securities Purchase Agreement]

INVESTOR RIGHTS AGREEMENT

This **Investor Rights Agreement** (this “**Agreement**”) is dated as of August 28, 2026 (the “**Effective Date**”), by and between **Mobix Labs, Inc.**, a Delaware corporation (the “**Company**”), and **Leviston Resources, LLC**, a Delaware limited liability company (including its successors and permitted assigns, the “**Investor**”). The Company and the Investor are each referred to herein as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. On March 31, 2026, the Parties entered into (i) that certain Securities Purchase Agreement (the “**Original SPA**”), (ii) that certain Senior Secured Convertible Note in the original principal amount of \$4,000,000 (as amended by that certain First Amendment to Securities Purchase Agreement and Senior Secured Convertible Note dated May 13, 2026 (the “**First Amendment**”), that certain Second Amendment to Securities Purchase Agreement dated June 17, 2026 (the “**Second Amendment**”), and that certain Third Amendment to Securities Purchase Agreement dated August 28, 2026 (the “**Third Amendment**”)) issued by the Company to the Investor (the “**Original Note**”), (iii) that certain Registration Rights Agreement (the “**Original RRA**”), and (iv) that certain Pledge and Security Agreement (the “**Original Security Agreement**” and, together with the Original SPA, the Original Note, the Original RRA, the First Amendment, the Second Amendment, the Third Amendment, and any other documents or agreements executed in connection therewith, each as amended, restated, supplemented or otherwise modified from time to time, the “**Original Transaction Documents**”). Pursuant to that certain Investor Rights Agreement dated May 13, 2026 (the “**Prior IRA**”), the Company issued to the Investor Additional Notes (as defined therein) in an aggregate principal amount of \$4,000,000; the investment right under the Prior IRA has been exercised in full, and no investment rights remain outstanding thereunder. On the date hereof, pursuant to the Third Amendment, the Company issued to the Investor a Senior Secured Convertible Note in the principal amount of \$1,200,000 (the “**New Note**”).

B. In consideration of the Investor’s continued financial support of the Company and the Investor’s willingness to enter into this Agreement, the Company desires to grant to the Investor, and the Investor desires to accept, the right (but not the obligation) to make one or more additional investments in the Company on the terms set forth herein, in each case on economic and structural terms substantively identical to those set forth in the Original Transaction Documents.

C. The Original Transaction Documents, to the extent not previously satisfied, discharged, or terminated in accordance with their terms, remain in full force and effect and are incorporated herein by reference. This Agreement supplements, and does not amend or supersede, the Original Transaction Documents, except to the limited extent of the carve-outs expressly set forth in Article IV.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I.
DEFINITIONS

1.1 Defined Terms. Capitalized terms used but not defined in this Agreement shall have the respective meanings ascribed to them in the Original SPA or, if not otherwise defined therein, in the Original Note. In addition, the following terms shall have the meanings set forth below:

“**Additional Closing**” means each closing of the sale and purchase of an Additional Note pursuant to an exercise (in whole or in part) of the Investment Right under this Agreement.

“**Additional Closing Date**” means the date on which an Additional Closing occurs, which shall be the second (2nd) Business Day following the date of the applicable Exercise Notice (unless the Parties otherwise agree in writing).

“**Additional Conversion Shares**” means the shares of Common Stock issuable upon conversion of any Additional Note in accordance with its terms.

“**Additional Note**” means a Senior Secured Convertible Note of the Company issued to the Investor at an Additional Closing in the form of the New Note, with the conforming modifications expressly set forth in Section 3.1.

“**Available Principal**” means as of any date, the Maximum Aggregate Principal Investment minus the aggregate principal amount of all Additional Notes previously issued under this Agreement (if any). The Investor’s Investment Right may not be exercised for an Additional Note in an aggregate principal amount in excess of the then-Available Principal.

“**Cash Subscription Amount**” means with respect to any Additional Note, an amount equal to the aggregate principal amount of such Additional Note multiplied by 0.83333 (i.e., the principal amount net of the 16.667% original issue discount), which is the cash amount to be wired by the Investor at the applicable Additional Closing (subject to the legal-fee withholding mechanic in Section 2.8).

“**Exercise Notice**” means a written notice from the Investor to the Company in substantially the form attached hereto as Exhibit A, exercising the Investment Right in whole or in part.

“**Exercise Period**” means the period beginning on the Effective Date and ending on the seven (7)-month anniversary of the Effective Date; *provided* that the Exercise Period shall terminate earlier upon the occurrence of any event described in Section 2.7.

“**Investment Right**” means the right, but not the obligation, of the Investor to require the Company to issue and sell to the Investor one or more Additional Notes on the terms set forth in this Agreement, in an aggregate principal amount not to exceed the Maximum Aggregate Principal Investment.

“**Maximum Aggregate Principal Investment**” means Three Million Six Hundred Thousand U.S. Dollars (\$3,600,000), representing the maximum aggregate principal (face) amount of Additional Notes that may be issued under this Agreement. For the avoidance of doubt, the corresponding aggregate Cash Subscription Amount across all Additional Notes (i.e., the maximum aggregate cash to be wired by the Investor under this Agreement, before legal-fee withholdings) is \$3,000,000, calculated as the Maximum Aggregate Principal Investment multiplied by 0.83333 and reflecting the 16.667% original issue discount applied on the same basis as the Original Note.

“**Minimum Tranche**” means Three Hundred Thousand U.S. Dollars (\$300,000) of aggregate principal amount of Additional Notes; *provided* that the final Exercise Notice may be in any amount up to the then-Available Principal.

“**Transaction Documents**” means collectively, this Agreement, each Additional Note, each Joinder and Reaffirmation Agreement, each UCC amendment filed in connection herewith, each amendment to the Original RRA entered into hereunder, and all other documents or agreements executed in connection with the transactions contemplated hereby, in each case as amended, restated, supplemented or otherwise modified from time to time. For the avoidance of doubt, the Original Transaction Documents are also Transaction Documents under the Original SPA and the Original Note, and references herein to “Transaction Documents” shall include the Original Transaction Documents unless the context otherwise requires.

ARTICLE II. THE INVESTMENT RIGHT

2.1 Grant of Investment Right. Subject to and on the terms and conditions of this Agreement, the Company hereby grants to the Investor the Investment Right. The Investment Right is exercisable in whole or in part, in one or more tranches, in each case in an amount not less than the Minimum Tranche (subject to the proviso in the definition thereof), at any time and from time to time during the Exercise Period. The Investment Right is exercisable solely at the option of the Investor; the Investor has no obligation to exercise the Investment Right.

2.2 Exercise Mechanics. To exercise the Investment Right (in whole or in part), the Investor shall deliver an Exercise Notice to the Company. The Exercise Notice shall specify (i) the aggregate principal amount of the Additional Note the Investor elects to acquire at the applicable Additional Closing (which shall not exceed the then-Available Principal), (ii) the corresponding Cash Subscription Amount (calculated as the elected principal amount multiplied by 0.83333), and (iii) the proposed Additional Closing Date (which shall be the second (2nd) Business Day following delivery of the Exercise Notice unless otherwise agreed in writing). All notices delivered under this Agreement shall be delivered in accordance with Section 5.4 of the Original SPA, which is incorporated herein by reference.

2.3 Multiple Exercises; Reinstatement. The Investor may deliver successive Exercise Notices at any time during the Exercise Period. Upon any partial exercise of the Investment Right, the Investment Right shall not be exhausted but shall remain exercisable for the then-Available Principal, until the earlier of (i) issuance of Additional Notes in an aggregate principal amount equal to the Maximum Aggregate Principal Investment and (ii) expiration or earlier termination of the Exercise Period.

2.4 Company Deliveries at Each Additional Closing. At each Additional Closing, the Company shall deliver, or cause to be delivered, to the Investor the following, each in form and substance reasonably satisfactory to the Investor:

(a) an Additional Note in the elected aggregate principal amount, duly executed by the Company, conforming to Section 3.1;

(b) a Joinder and Reaffirmation Agreement to the Original Security Agreement, duly executed by the Company, confirming that (i) the Additional Note constitutes a “Note” and the indebtedness evidenced thereby constitutes “Obligations” under the Original Security Agreement, (ii) all liens and security interests granted under the Original Security Agreement secure the Additional Note on a *pari passu* basis with the Original Note, and (iii) any scrivener’s discrepancy as to principal amount in the recitals of the Original Security Agreement is superseded by the aggregate principal amount of the Original Note and all then-outstanding Additional Notes;

(c) an amendment or joinder to the Original RRA, duly executed by the Company, providing that (i) all Additional Conversion Shares constitute “Registrable Securities” thereunder, (ii) a new Filing Deadline of fourteen (14) calendar days following the applicable Additional Closing Date applies in respect of such Additional Conversion Shares (either as an amendment to the existing Registration Statement or a New Registration Statement, at the Investor’s election), (iii) the Effectiveness Deadline mechanic in Section 2(b) of the Original RRA applies on identical terms in respect of such filing, and (iv) the liquidated damages provisions in Section 2(c) of the Original RRA apply independently in respect of any failure relating to such filing or effectiveness;

(d) a Uniform Commercial Code financing statement amendment (UCC-3) in form and substance reasonably acceptable to the Investor, to be filed by the Investor or its counsel, reflecting the increased secured indebtedness;

(e) an officer’s certificate executed by a duly authorized officer of the Company (the “**Bring-Down Certificate**”) certifying that: (i) all representations and warranties of the Company in Section 3.1 of the Original SPA are true and correct in all material respects as of the Additional Closing Date (other than reps and warranties speaking as of a specific earlier date, which shall be true and correct in all material respects as of such earlier date); (ii) the Company has performed in all material respects all covenants and obligations required to be performed by it under the Transaction Documents on or prior to the Additional Closing Date; (iii) no Event of Default has occurred and is continuing, and no event has occurred that, with the giving of notice or the passage of time or both, would constitute an Event of Default; (iv) no Material Adverse Effect has occurred and is continuing; (v) the Common Stock remains listed on the Principal Market and has not been suspended from trading; and (vi) the Company has sufficient authorized and unissued shares of Common Stock to satisfy the Reserved Amount required under Section 12(g) of the Original Note (calculated as three (3) times the issuable Conversion Shares for the Original Note, the New Note, and all then-outstanding and to-be-issued Additional Notes);

(f) a Secretary's certificate of the Company certifying (i) the resolutions of the Board of Directors authorizing the Additional Note, the increase in the Reserved Amount, and the other transactions contemplated by this Agreement and the applicable Exercise Notice, (ii) the incumbency of officers executing the Transaction Documents, and (iii) that the Certificate of Incorporation and Bylaws of the Company attached thereto are true, complete, and in effect;

(g) a legal opinion of the Company's outside counsel, dated the Additional Closing Date, substantially in the form delivered at the original Closing (with such modifications as are necessary to address the Additional Note), reasonably satisfactory to the Investor and its counsel;

(h) updated irrevocable instructions to the Company's Transfer Agent reflecting the increased Reserved Amount, with a copy of the acknowledged instruction letter delivered to the Investor;

(i) updated Disclosure Schedules to the Original SPA (or a written certification that no updates are required), accompanying the Bring-Down Certificate; and

(j) such other documents, certificates, and instruments as the Investor or its counsel may reasonably request to evidence consummation of the transactions contemplated by the applicable Exercise Notice and this Agreement.

2.5 Investor Deliveries at Each Additional Closing. At each Additional Closing, the Investor shall deliver, or cause to be delivered, to the Company: (i) a counterpart of any Joinder and Reaffirmation Agreement, RRA amendment or joinder, and other Transaction Documents requiring the Investor's signature, in each case duly executed by the Investor; and (ii) the Cash Subscription Amount, by wire transfer of immediately available funds to the account specified in writing by the Company, net of the amount withheld in respect of legal fees pursuant to Section 2.8.

2.6 Conditions Precedent. The obligation of the Investor to consummate any Additional Closing is subject, in each instance, to the satisfaction (or waiver in writing by the Investor) of the following conditions precedent as of the Additional Closing Date:

(a) all Company deliveries under Section 2.4 shall have been made;

(b) no Event of Default shall have occurred and be continuing, and no event shall have occurred that, with the giving of notice or the passage of time or both, would constitute an Event of Default;

(c) the representations and warranties of the Company in the Original SPA shall be true and correct in all material respects as of the Additional Closing Date, as if made on such date (other than reps and warranties speaking as of a specific earlier date);

(d) no Material Adverse Effect shall have occurred and be continuing;

(e) the Common Stock shall continue to be listed on the Principal Market and shall not have been suspended from trading by the Principal Market or the Commission;

(f) the Company shall have authorized and reserved a number of shares of Common Stock sufficient to satisfy the Reserved Amount required under Section 12(g) of the Original Note, calculated to take account of the Additional Note to be issued at such Additional Closing together with the Original Note, the New Note, and any other then-outstanding Additional Notes;

(g) any required approvals or consents (including, without limitation, any Required Approvals as defined in the Original SPA) shall have been obtained and remain in effect; and

(h) no action, suit, proceeding, claim, arbitration, or investigation shall have been instituted against the Company or the Investor that seeks to restrain, prohibit, or invalidate the consummation of the transactions contemplated by this Agreement or the applicable Exercise Notice.

2.7 Termination of Investment Right. The Investment Right shall terminate, and no further Exercise Notices may be delivered, upon the earliest to occur of:

(a) expiration of the Exercise Period in accordance with its terms;

(b) the date on which Additional Notes have been issued under this Agreement in an aggregate principal amount equal to the Maximum Aggregate Principal Investment;

(c) the Investor's delivery to the Company of a written waiver and termination of the Investment Right; and

(d) consummation of a Fundamental Transaction; *provided* that, upon the occurrence of a Fundamental Transaction, the Investment Right shall not be canceled or cashed out, but shall instead be converted into the right to receive, upon any subsequent exercise (had the Investor exercised immediately prior to the Fundamental Transaction), the Alternate Consideration to which the Investor would have been entitled, on the same basis as the Original Note under Section 7 of the Original Note. The Company shall make appropriate provision (and shall cause any successor entity to make appropriate provision) to give effect to the foregoing, including, without limitation, by causing any successor entity to assume in writing all obligations of the Company under this Agreement and the other Transaction Documents on terms reasonably satisfactory to the Investor, and such provision shall be a required condition to the consummation of the Fundamental Transaction.

For the avoidance of doubt, neither (i) any prepayment of the Original Note by the Company (whether in whole or in part, and whether at the Prepayment Premium or otherwise) nor (ii) any conversion in full of the Original Note shall, by itself, terminate the Investment Right prior to expiration of the Exercise Period.

2.8 Legal Fee Reimbursement. At each Additional Closing, the Company shall reimburse the Investor for its legal fees and expenses in connection with such Additional Closing in an amount not to exceed the lesser of (i) Twenty-Five Thousand U.S. Dollars (\$25,000) and (ii) one percent (1.0%) of the Cash Subscription Amount for such Additional Closing (or, in each case, such higher amount as may be agreed in writing by the Parties), which amount shall be withheld by the Investor from the Cash Subscription Amount otherwise payable at such Additional Closing in the same manner as set forth in Section 5.2 of the Original SPA and Section 1 of the Original Note. The principal amount of the Additional Note shall be calculated by reference to the gross Cash Subscription Amount before such withholding.

2.9 Use of Proceeds. The Company shall use the net proceeds received from each Additional Closing for the purposes permitted by, and subject to the restrictions of, Section 4.9 of the Original SPA, which is incorporated herein by reference and applies *mutatis mutandis* to such proceeds.

2.10 Public Disclosure. The Company shall publicly disclose the material terms of this Agreement in a filing with the Commission no later than 5:30 p.m. (New York City time) on Tuesday, September 1, 2026. In addition, the Company shall publicly disclose the material terms of each Additional Closing (including the Additional Note issued in connection therewith) in a filing with the Commission within four (4) Business Days following the applicable Additional Closing Date. In each case, the form of such disclosure (whether by Current Report on Form 8-K, Quarterly Report on Form 10-Q, or otherwise) shall be at the Company's election; provided that in each case such filing shall be sufficient to publicly disclose all material, non-public information delivered to the Investor in connection with this Agreement and the applicable Additional Closing.

ARTICLE III. TERMS OF EACH ADDITIONAL NOTE; SAME TERMS

3.1 Same Terms. Each Additional Note shall be substantially in the form of the New Note, with the following conforming modifications and clarifications (and only such modifications and clarifications):

(a) Principal Amount. the aggregate principal amount of the Additional Note shall be the amount specified in the applicable Exercise Notice (which shall not exceed the then-Available Principal);

(b) Original Issue Discount. the original issue discount shall be sixteen and two-thirds percent (16.667%) of the principal amount of the Additional Note (with the Cash Subscription Amount equal to the principal amount multiplied by 0.83333); provided, for the avoidance of doubt, that 16.667% controls notwithstanding any reference to "15%" in Section 1 of the Original Note or of the New Note, which the Parties acknowledge is a scrivener's error;

(c) Issuance Date. the Issuance Date of the Additional Note shall be the applicable Additional Closing Date;

(d) Maturity Date. the Maturity Date of the Additional Note shall be the date that is four (4) months following the Issuance Date of such Additional Note (and shall not be tied to the Maturity Date of the Original Note);

(e) Interest, the Interest Rate shall be ten percent (10%) per annum and the Default Interest Rate shall be eighteen percent (18%) per annum, in each case calculated and payable on the same basis as the Original Note;

(f) Conversion Price, the Conversion Price shall be the lesser of (i) the Closing Price on the Additional Closing Date of such Additional Note (i.e., the Issuance Date of such Additional Note) and (ii) 85% of the lowest 8-day VWAP immediately prior to and including the date of the Notice of Conversion. For the avoidance of doubt, the reference price under clause (i) shall be the Closing Price on the relevant Additional Closing Date, not on the Issuance Date of the New Note or the original Closing Date of March 31, 2026;

(g) Premiums, the Prepayment Premium shall be one hundred fifteen percent (115%) and the Default Premium shall be one hundred twenty-five percent (125%), in each case as provided in the Original Note;

(h) Reserved Amount, the Reserved Amount methodology shall continue to apply on an aggregate basis: the Company shall at all times reserve and keep available, free from preemptive rights, three (3) times the aggregate number of shares of Common Stock issuable upon full conversion of the Original Note, the New Note, and all then-outstanding Additional Notes (in each case calculated based on the then-effective Conversion Price for each such Note); and

(i) Caps, the Exchange Cap mechanism under Section 4(c)(ii) of the New Note (including the deferred conversion right under Section 4(c)(iii)(B) of the New Note and the Cap Payment payable solely upon an Authorized Share Failure, as provided therein) shall apply on an aggregate basis across the Original Note, the New Note, and all Additional Notes.

3.2 MFN Inheritance. If, at any time prior to an Additional Closing, the Economic Terms (as defined in Section 9(a) of the Original Note) of the Original Note have been adjusted, modified, or amended (whether by operation of the Most-Favored-Nation provision in Section 9(a), the Anti-Dilution provision in Section 9(b), the application of Section 4(b)(iii) of the Original Note, the MFN Triggering Transaction mechanic, or otherwise), the Additional Note issued at such Additional Closing shall reflect such adjusted, modified, or amended Economic Terms as in effect as of the Additional Closing Date. In no event shall an Additional Note issue on Economic Terms less favorable to the Investor than the Original Note as then in effect.

3.3 Senior Status; Pari Passu. Each Additional Note shall constitute senior secured indebtedness of the Company. The indebtedness, obligations, and security interests evidenced or created by each Additional Note shall rank *pari passu* in all respects with those of the Original Note, the New Note, and any other Additional Notes, with equal priority of payment and equal entitlement to the Collateral under the Original Security Agreement. Any payments, prepayments, or recoveries on or in respect of the Notes shall, unless the Investor otherwise directs in writing, be applied pro rata across the outstanding Obligations under the Original Note, the New Note, and the Additional Notes in proportion to their respective outstanding balances.

ARTICLE IV.
CARVE-OUTS FROM ORIGINAL TRANSACTION DOCUMENTS

4.1 Pre-Agreed Subsequent Financing. The Parties acknowledge and agree that each issuance of an Additional Note pursuant to the exercise of the Investment Right is a pre-agreed Subsequent Financing within the meaning of Section 4.12 of the Original SPA. Accordingly, no Subsequent Financing Notice shall be required, and the Investor shall not be deemed to have declined any Right of First Refusal or Right of Participation, in respect of any such issuance. For the avoidance of doubt, Section 4.12 of the Original SPA shall continue to apply to all other Subsequent Financings.

4.2 Carve-Out from MFN. The issuance of any Additional Note pursuant to this Agreement shall not constitute an MFN Triggering Transaction under Section 9(a) of the Original Note, and no Economic Terms of any Additional Note shall give rise to any rights of the Investor (or any other Person) under Section 9(a) of the Original Note. The provisions of this Section 4.2 do not limit the operation of Section 3.2 of this Agreement (MFN Inheritance), which operates for the benefit of the Investor.

4.3 Carve-Out from Anti-Dilution. The issuance of any Additional Note pursuant to this Agreement, and the establishment of the Conversion Price thereof in accordance with Section 3.1(f), shall not constitute a Dilutive Issuance for purposes of Section 9(b) of the Original Note or any then-outstanding Additional Note, and shall not result in any adjustment to the Conversion Price of any other Note. The provisions of Section 9(b) shall continue to apply to all other issuances by the Company or its Subsidiaries.

4.4 Carve-Out from Variable Rate Transaction Restriction. The issuance of any Additional Note pursuant to this Agreement shall not constitute a Variable Rate Transaction under Section 6(a)(xxv) of the Original Note. Without limiting the foregoing, the Company shall not be required to apply any net proceeds received from any Additional Closing to the repayment of the Original Note or any other Additional Note under Section 6(a)(xxv).

4.5 Carve-Out from Mandatory Repayment from Future Proceeds. The issuance of any Additional Note pursuant to this Agreement, and the net proceeds received by the Company therefrom, shall not be subject to, or trigger any obligation under, Section 12(h) of the Original Note (Mandatory Repayment from Future Proceeds). For the avoidance of doubt, the 40% sweep mechanic under Section 12(h) of the Original Note shall continue to apply to all other future issuances and sales described therein.

4.6 Limited Scope. Except as expressly modified by this Article IV, all provisions of the Original Transaction Documents (including, without limitation, the ROFR/ROP, MFN, Anti-Dilution, Variable Rate Transaction restriction, and Mandatory Repayment from Future Proceeds provisions) shall continue in full force and effect in accordance with their terms.

**ARTICLE V.
CAPS AND LIMITATIONS**

5.1 Exchange Cap (Aggregate). The Exchange Cap set forth in Section 4(c)(ii) of the New Note shall apply on an aggregate basis across the Original Note, the New Note, and all Additional Notes. If any portion of any Note is not convertible solely as a result of the Exchange Cap, such portion shall remain outstanding in accordance with its terms and shall be convertible, upon receipt of the requisite stockholder approval, pursuant to the deferred conversion right in Section 4(c)(iii)(B) of the New Note. No premium, penalty, fee, or other payment shall accrue or be payable, and no Event of Default shall arise, solely by reason of the operation of the Exchange Cap or the failure of the Company's stockholders to approve any issuance in excess of the Exchange Cap. The Cap Payment (120% of the remaining amounts due in cash within ten (10) calendar days of the Cap Payment Date) shall be available to the Investor solely upon an Authorized Share Failure, as provided in Section 4(c)(ii) of the New Note, on an aggregate basis. The Company's obligations to monitor the Exchange Cap and the availability of authorized and unreserved shares of Common Stock, and to inform the Investor when and if the Exchange Cap is reached or an Authorized Share Failure occurs, extend to the aggregate position.

5.2 Beneficial Ownership Limitation. The Beneficial Ownership Limitation set forth in Section 4(c)(i) of the Original Note shall apply on an aggregate basis across the Original Note, the New Note, all Additional Notes, and all shares of Common Stock and other securities of the Company beneficially owned by the Investor and its Affiliates and Attribution Parties at the applicable time.

5.3 Stockholder Approval; Nasdaq Rule 5635(d). The Investor's exercise of the Investment Right is not conditioned upon, and shall not require, prior Stockholder Approval under Nasdaq Listing Rule 5635(d) or any successor provision. If at any time the aggregate issuance of Conversion Shares under the Original Note, the New Note, and all Additional Notes is or would be limited by the Stockholder Approval Limitation under Section 4(c)(iii)(A) of the New Note, then (a) the limitation, deferred conversion right, and stockholder approval process obligations under Sections 4(c)(iii)(A), (B), and (C) of the New Note shall apply on an aggregate basis to the Original Note, the New Note, and all Additional Notes; and (b) the Company's failure to perform the process obligations set forth in Section 4(c)(iii)(C) of the New Note, within the cure period provided therein, shall constitute an Event of Default under each then-outstanding Note; provided that the failure of the Company's stockholders to grant such stockholder approval shall not, in and of itself, constitute an Event of Default under any Note.

**ARTICLE VI.
REGISTRATION RIGHTS FOR ADDITIONAL CONVERSION SHARES**

6.1 Amendment to Original RRA. At or prior to each Additional Closing, the Company shall enter into an amendment to (or, at the Investor's election, a joinder of additional securities under) the Original RRA, providing that:

(a) all Additional Conversion Shares issuable upon conversion of the Additional Note then being issued shall constitute "Registrable Securities" under the Original RRA;

(b) the Company shall file with the Commission, no later than fourteen (14) calendar days after the Additional Closing Date (the "**Additional Filing Deadline**"), either (i) a post-effective amendment to the then-effective Registration Statement, or (ii) a New Registration Statement, in each case covering the resale of all Additional Conversion Shares (at the Investor's election);

(c) the Effectiveness Deadline mechanic set forth in Section 2(b) of the Original RRA (including the Shutdown Extension) shall apply *mutatis mutandis* to such filing;

(d) all liquidated damages provisions set forth in Section 2(c) of the Original RRA (i.e., \$100,000 upfront, plus 2% per 30-day period of the value of the Registrable Securities) shall apply independently in respect of any failure relating to the Additional Filing Deadline, the corresponding Effectiveness Deadline, or any failure to maintain effectiveness, and shall be in addition to (and not in lieu of) any other remedies available to the Investor, including under the Original Note, any Additional Note, or otherwise; and

(e) all other provisions of the Original RRA shall continue to apply to the Additional Conversion Shares on the same terms and to the same extent as they apply to the Conversion Shares of the Original Note.

ARTICLE VII. SECURITY INTEREST

7.1 Pari Passu Security. At each Additional Closing, the Company shall execute and deliver to the Investor a Joinder and Reaffirmation Agreement in form and substance reasonably satisfactory to the Investor, pursuant to which (i) the Additional Note shall constitute a “Note” and the indebtedness evidenced thereby shall constitute “Obligations” under the Original Security Agreement; (ii) the liens and security interests granted by the Company under the Original Security Agreement shall continue to attach to the Collateral as security for all Obligations, including the Additional Note, on a *pari passu* basis with the Original Note, the New Note, and any other Additional Notes; and (iii) any inconsistency between the recital of principal amount in the Original Security Agreement and the actual aggregate principal amount of the Original Note, the New Note, and all then-outstanding Additional Notes is hereby resolved in favor of the actual aggregate principal amount.

7.2 UCC Filings. The Investor and its counsel are authorized to prepare and file such UCC-3 financing statement amendments as the Investor deems advisable to reflect the increased secured indebtedness, and the Company shall cooperate with such filings and execute such acknowledgments or authorizations as the Investor may reasonably request. The Company shall pay all filing fees and out-of-pocket costs associated with such UCC-3 filings.

ARTICLE VIII. REPRESENTATIONS AND WARRANTIES

8.1 Company Representations. The Company hereby makes, as of the Effective Date and as of each Additional Closing Date (subject to the Bring-Down Certificate mechanic in Section 2.4(e)), each of the representations and warranties set forth in Section 3.1 of the Original SPA as if such representations and warranties were set forth in full herein, *mutatis mutandis* (with references to “the Note,” “the Securities,” and “the Transaction Documents” being deemed to include the Additional Note(s), the Additional Conversion Shares, and the documents executed under this Agreement, as applicable).

8.2 Investor Representations. The Investor hereby makes, as of the Effective Date and as of each Additional Closing Date, each of the representations and warranties set forth in Section 3.2 of the Original SPA (or, to the extent the Original SPA contains the Investor’s representations in another section, that section), including without limitation that the Investor is an “accredited investor” within the meaning of Rule 501(a) of Regulation D under the Securities Act, that it is acquiring the Additional Note(s) for its own account and not with a view to or for distribution in violation of the Securities Act, and that it has the full corporate or other power and authority to enter into this Agreement and consummate the transactions contemplated hereby.

**ARTICLE IX.
MISCELLANEOUS**

9.1 Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder or under any other Transaction Document shall be delivered in accordance with Section 5.4 of the Original SPA, which is incorporated herein by reference as if set forth herein in full.

9.2 Governing Law; Dispute Resolution. This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws. Any dispute, claim, or controversy arising out of or relating to this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be resolved exclusively in accordance with Section 5.9 of the Original SPA, which is incorporated herein by reference. Without limiting the foregoing, requests for specific performance, temporary, preliminary or permanent injunctive relief, the appointment of a receiver, and the enforcement of security interests and other remedies with respect to the Collateral shall not be subject to arbitration and shall be adjudicated as set forth in Section 5.9(b) of the Original SPA.

9.3 Specific Performance; Equitable Remedies. Each Party acknowledges that a breach by it of any of its obligations hereunder will cause irreparable harm to the other Party. Accordingly, each Party agrees that, in the event of a breach or threatened breach by it of any of its obligations under this Agreement, the other Party shall be entitled, in addition to all other remedies available at law or in equity, to seek and obtain temporary restraining orders, temporary and permanent injunctions, specific performance, and other equitable relief, in each case without the necessity of showing economic loss and without the necessity of posting a bond or other security.

9.4 Assignment. The Investor may assign, in whole or in part, its rights and obligations under this Agreement (including the unexercised portion of the Investment Right):

(a) to any Affiliate of the Investor, without the consent of the Company; and (b) to any other Person, *provided* that such Person executes and delivers to the Company a written joinder pursuant to which such Person agrees to be bound by this Agreement and the other Transaction Documents to the same extent as the Investor. No consent of the Company is required for any assignment permitted hereunder. The Company may not assign this Agreement or any of its rights or obligations hereunder (whether by operation of law or otherwise) without the prior written consent of the Investor, except that the Company may assign this Agreement to a successor in a Fundamental Transaction in compliance with Section 7 of the Original Note. Any purported assignment in contravention of this Section 9.4 shall be null and void.

9.5 No Third-Party Beneficiaries. This Agreement is intended for the benefit of the Parties and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except as otherwise expressly set forth herein.

9.6 Amendments and Waivers. No provision of this Agreement may be waived, modified, supplemented, or amended except in a written instrument signed, in the case of an amendment, by the Company and the Investor, or, in the case of a waiver, by the Party against whom enforcement of any such waived provision is sought. No waiver of any default with respect to any provision, condition, or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition, or requirement hereof, nor shall any delay or omission of any Party to exercise any right hereunder in any manner impair the exercise of any such right.

9.7 Entire Agreement. This Agreement, together with the Original Transaction Documents, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect thereto, other than the Original Transaction Documents themselves, which remain in full force and effect except as expressly modified by this Agreement.

9.8 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be deemed amended to the minimum extent necessary to render it valid, legal, and enforceable, and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9.9 Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures (including DocuSign, Adobe Sign, and PDF copies of original signatures) shall be deemed original signatures for all purposes.

9.10 Independent Nature of Investor's Rights. Nothing in this Agreement (i) constitutes an obligation of the Investor to exercise the Investment Right or to fund any Additional Closing absent a duly delivered Exercise Notice or (ii) limits any rights or remedies of the Investor under the Original Transaction Documents.

9.11 Construction. This Agreement shall be deemed to have been jointly drafted by the Parties and shall not be construed against any Party as the drafter. The headings in this Agreement are for convenience of reference only and shall not affect the interpretation hereof. References to "including" shall be deemed to be followed by "without limitation." References to Sections are to Sections of this Agreement unless otherwise specified.

9.12 Survival. The representations, warranties, covenants, and agreements of the Parties contained in this Agreement shall survive the execution and delivery of this Agreement and each Additional Closing.

[Signature Page Follows]

SIGNATURE PAGE TO INVESTOR RIGHTS AGREEMENT

IN WITNESS WHEREOF, the Parties have caused this Investor Rights Agreement to be duly executed as of the Effective Date.

COMPANY:

MOBIX LABS, INC.

By: /s/ Keyvan Samini

Name: Keyvan Samini

Title: President, CFO and Acting General Counsel

INVESTOR:

LEVISTON RESOURCES, LLC

By: /s/ Roman Rogol

Name: Roman Rogol

Title: CFO

EXHIBIT A
FORM OF EXERCISE NOTICE

[Date]

Mobix Labs, Inc.
1 Venture, Suite 220
Irvine, California 92618
Attn: Keyvan Samini
Email: ksamini@mobixlabs.com

Re: Exercise of Investment Right under Investor Rights Agreement dated August 28, 2026

Ladies and Gentlemen:

Reference is made to that certain Investor Rights Agreement, dated as of August 28, 2026 (the “Investor Rights Agreement”), by and between Mobix Labs, Inc., a Delaware corporation (the “**Company**”), and Leviston Resources, LLC, a Delaware limited liability company (the “**Investor**”). Capitalized terms used but not defined herein have the meanings ascribed to them in the Investor Rights Agreement.

The Investor hereby exercises its Investment Right, in part, as follows:

1. Aggregate Principal Amount of Additional Note: \$[●].
2. Corresponding Cash Subscription Amount: \$[●] (i.e., the principal amount above multiplied by 0.83333, reflecting the 16.667% original issue discount).
3. Proposed Additional Closing Date: [●] (which shall be the second (2nd) Business Day following the date hereof unless otherwise agreed in writing by the Parties).
4. Available Principal immediately following this exercise: \$[●].

This Exercise Notice is being delivered pursuant to, and is subject to the conditions of, the Investor Rights Agreement. The Investor reaffirms, as of the date hereof, each of the representations and warranties of the Investor set forth in Section 8.2 of the Investor Rights Agreement.

Sincerely,

LEVISTON RESOURCES, LLC

By: _____
Name:
Title:

AMENDMENT NO. 2 TO SECURITIES PURCHASE AGREEMENT

This Amendment No. 2 to Securities Purchase Agreement (this “Amendment”) is dated as of August 28, 2026, and is entered into by and between Mobix Labs, Inc., a Delaware corporation (the “Company”), and Kips Bay Select LP, a limited partnership organized under the laws of the State of Delaware (the “Purchaser”). Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Securities Purchase Agreement, dated as of May 19, 2026, between the Company and the Purchaser, as amended by that certain Amendment No. 1 to Securities Purchase Agreement dated as of June 18, 2026 (as so amended, the “Purchase Agreement”).

WHEREAS, pursuant to the Purchase Agreement, at the Closing on May 19, 2026, the Company issued and sold to the Purchaser 2,000 shares of the Company’s Series A 10% Convertible Preferred Stock and a Warrant to purchase 6,000 shares of such preferred stock; and

WHEREAS, the Company desires to issue and sell to the Purchaser, and the Purchaser desires to purchase, 1,000 additional shares of Series A 10% Convertible Preferred Stock, together with a new Warrant to purchase 6,000 shares of such preferred stock, at a second closing on the terms set forth herein.

WHEREAS, the Company and the Purchaser also desire to extend the deadline by which the Company is required to hold the stockholder meeting contemplated by Section 4.13(c) of the Purchase Agreement, and to provide for the related waiver and extension fee set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the Purchaser agree as follows:

1. Second Closing. On the date hereof (the “Second Closing Date”), upon the terms and subject to the conditions of the Purchase Agreement as amended hereby, the Company shall issue and sell to the Purchaser, and the Purchaser shall purchase, 1,000 shares of the Company’s Series A 10% Convertible Preferred Stock, having an aggregate stated value of \$1,200,000 (the “Second Closing Shares”), for an aggregate subscription amount of \$1,000,000 (the “Second Subscription Amount”). The Second Subscription Amount shall be paid at the Second Closing by wire transfer as set forth in the Flow of Funds Memorandum delivered at the Second Closing, net of \$25,000 to be withheld by the Purchaser and applied to the Purchaser’s legal fees.

2. Second Warrant. At the Second Closing, the Company shall issue and deliver to the Purchaser a Warrant to purchase 6,000 shares of Series A 10% Convertible Preferred Stock, in the form attached hereto as Exhibit A (the “Second Warrant”). The Warrant issued at the Closing remains outstanding and unchanged, and nothing in this Amendment amends, restates, or otherwise modifies such Warrant.

3. Status Under Transaction Documents. The Second Closing Shares constitute “Preferred Shares” and “Securities,” the Second Warrant constitutes a “Warrant” and a “Security,” and the shares of preferred stock issuable upon exercise of the Second Warrant constitute “Warrant Shares,” in each case for all purposes under the Purchase Agreement and the other Transaction Documents; provided that the Termination Date, the Exercise Price, and all other date-dependent terms of the Second Warrant shall be determined solely by reference to the Second Warrant. The Second Closing Shares shall have the rights, preferences and privileges set forth in the Certificate of Designation.

4. Deliveries. At the Second Closing, the Company shall make the deliveries set forth in Section 2.2(a) of the Purchase Agreement with respect to the Second Closing Shares and the Second Warrant, with the evidence of issuance reflecting an aggregate stated value of \$1,200,000, other than the delivery described in Section 2.2(a)(vi), which was satisfied by the filing of the Certificate of Designation with the Secretary of State of the State of Delaware, and the Purchaser shall make the deliveries set forth in Section 2.2(b) of the Purchase Agreement with respect to the Second Closing, including payment of the Second Subscription Amount.

5. Representations and Warranties. The Company hereby makes each of the representations and warranties set forth in Section 3.1 of the Purchase Agreement as of the Second Closing Date (except for representations and warranties that speak as of a specific date, which are made as of such date), as qualified by the Disclosure Schedules delivered at the Closing and the matters disclosed in the Company's filings with the Commission since the Closing Date; provided that the representation in Section 3.1(h) of the Purchase Agreement, as so remade, is qualified by the timing of the filing of the Company's most recent Quarterly Report on Form 10-Q, as publicly disclosed in the Company's filings with the Commission. The Purchaser hereby makes each of the representations and warranties set forth in Section 3.2 of the Purchase Agreement as of the Second Closing Date.

6. Stockholder Approval. The covenants set forth in Section 4.13 of the Purchase Agreement apply equally to the issuance of all shares of Common Stock issuable in respect of the Second Closing Shares, the Second Warrant, and the Warrant Shares issuable thereunder, and the deadline for the meeting of stockholders under Section 4.13(c) of the Purchase Agreement with respect to such issuances shall be September 14, 2026.

7. Registration Rights. Concurrently with this Amendment, the Company and the Purchaser are entering into Amendment No. 2 to Registration Rights Agreement, providing for the registration of the shares of Common Stock issuable in respect of the Second Closing Shares and the Warrant Shares issuable under the Second Warrant.

8. Transfer Agent Reserve. Promptly following the Second Closing, and in any event within two (2) Business Days, the Company shall deliver written instructions to its transfer agent pursuant to Section 4.13(d) of the Purchase Agreement increasing the reserved shares of Common Stock to reflect the Second Closing Shares and the Second Warrant, and shall deliver to the Purchaser confirmation from the transfer agent of such increase.

9. Extension of Stockholder Meeting Deadline. The deadline by which the Company is required to hold the stockholder meeting contemplated by Section 4.13(c) of the Purchase Agreement is hereby extended to September 14, 2026. All other provisions of Section 4.13 of the Purchase Agreement remain in full force and effect.

10. Waiver. The Purchaser hereby waives, solely with respect to the period through the date of this Amendment, any remedy arising from any failure to hold the stockholder meeting contemplated by Section 4.13(c) of the Purchase Agreement on or prior to August 3, 2026, and the Company and the Purchaser acknowledge and agree that no such failure shall constitute a breach of, a default under, or a Triggering Event under, any Transaction Document. The waiver set forth in this Section is expressly conditioned on the Company's issuance of the Extension Shares when and as required by the following Section. If the Company fails to issue any Extension Shares when and as so required, the waiver set forth in this Section shall be void from the outset and of no force or effect, and the Purchaser shall retain all rights and remedies with respect to the matters described in this Section.

11. Extension Fee. In consideration of the Purchaser's entry into this Amendment and the extensions and accommodations provided herein, the Company shall issue to the Purchaser shares of the Company's Class A common stock (the "Extension Shares") having an aggregate value of \$960,000 (the "Extension Fee"), with the number of Extension Shares determined by dividing the Extension Fee by \$1.15 per share, which is greater than the "Minimum Price" (as defined in Nasdaq Listing Rule 5635(d)), which the parties agree is \$1.1400 (the lower of (i) the closing price of the Common Stock on Nasdaq on the Trading Day immediately preceding the date of this Amendment and (ii) the average closing price of the Common Stock on Nasdaq for the five (5) Trading Days immediately preceding the date of this Amendment), resulting in 834,782 Extension Shares. The Extension Shares shall be issued to the Purchaser in one or more issuances, at such times and in such amounts as the Purchaser may elect in its sole discretion. Notwithstanding the foregoing, no Extension Shares shall be issued to the extent that the issuance would cause the Purchaser to beneficially own Common Stock in excess of the Beneficial Ownership Limitation set forth in, and determined in accordance with, Section 6(d) of the Certificate of Designation; and any Extension Shares not issuable by reason of the foregoing shall be held in abeyance for the Purchaser and issued, without further consideration, at such later time or times as, and only to the extent that, the issuance would not cause the Purchaser to exceed the Beneficial Ownership Limitation. When issued in accordance with this Amendment, the Extension Shares shall be duly authorized, validly issued, fully paid and non-assessable, and free and clear of all Liens imposed by the Company (other than restrictions on transfer arising under applicable securities laws). The Extension Shares are fully earned upon execution of this Amendment and are non-refundable. The Extension Shares shall constitute Registrable Securities for all purposes under the Registration Rights Agreement, and the Company shall include the Extension Shares for registration under the Securities Act at the same time, and on the same terms, as it registers the other Registrable Securities held by the Purchaser as required under the Transaction Documents.

12. No Other Amendment; Ratification. Except as expressly amended hereby, the Purchase Agreement remains in full force and effect and is hereby ratified and confirmed. This Amendment is a Transaction Document. The provisions of Article V of the Purchase Agreement, including Section 5.5 (Amendments; Waivers) and Section 5.9 (governing law, jurisdiction, and related matters), apply to this Amendment mutatis mutandis. This Amendment may be executed in counterparts (including by electronic or DocuSign signature), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.
COMPANY:

MOBIX LABS, INC.

By: /s/ Keyvan Samini
Name: Keyvan Samini
Title: President, CFO and Acting General Counsel

PURCHASER:

KIPS BAY SELECT LP

By: /s/ John Miller
Name: John Miller
Title: Authorized Signatory

Exhibit A — Form of Second Warrant
(See attached)

AMENDMENT NO. 2 TO REGISTRATION RIGHTS AGREEMENT

This Amendment No. 2 to Registration Rights Agreement (this “Amendment”) is dated as of August 28, 2026, and is entered into by and between Mobix Labs, Inc., a Delaware corporation (the “Company”), and Kips Bay Select LP, a limited partnership organized under the laws of the State of Delaware (the “Investor”). Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Registration Rights Agreement, dated as of May 19, 2026, between the Company and the Investor, as amended by that certain Amendment No. 1 to Registration Rights Agreement dated as of June 18, 2026 (as so amended, the “Registration Rights Agreement”).

WHEREAS, the Company and the Investor are party to the Registration Rights Agreement; and

WHEREAS, pursuant to that certain Amendment No. 2 to Securities Purchase Agreement dated as of August 28, 2026 (the “SPA Amendment”), the Company is issuing and selling to the Investor 1,000 additional shares of the Company’s Series A 10% Convertible Preferred Stock (the “Second Closing Shares”) and a Warrant to purchase 6,000 shares of such preferred stock (the “Second Warrant”); and

WHEREAS, the Company and the Investor desire that all shares of Common Stock issuable in respect of the Second Closing Shares and the Second Warrant constitute Registrable Securities under the Registration Rights Agreement, with the independent filing deadline, effectiveness deadline, and liquidated damages provisions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the Investor agree as follows:

1. Additional Registrable Securities. All shares of Common Stock issuable upon conversion of the Second Closing Shares and upon conversion of the shares of preferred stock issuable upon exercise of the Second Warrant (collectively, the “Second Closing Conversion Shares”) shall constitute “Registrable Securities” for all purposes under the Registration Rights Agreement, with all rights, protections, and remedies applicable thereto.

2. Filing Deadline. The Company shall include the resale of all Second Closing Conversion Shares and all Extension Shares (as defined in the SPA Amendment) in the registration statement filed or to be filed with the Commission on or about August 28, 2026, in each case to the extent permissible under applicable law and the rules and interpretations of the Commission. If and to the extent any such shares are not so included, the Company shall, no later than September 30, 2026 (the “Second Closing Filing Deadline”), file with the Commission either (i) a post-effective amendment to the then-effective Registration Statement or (ii) a New Registration Statement (as defined in the Registration Rights Agreement), in each case covering the resale of all Second Closing Conversion Shares and all Extension Shares not so included. The form of such filing shall be at the Investor’s election.

3. Effectiveness Deadline. The Company shall cause the filing made pursuant to Section 2 of this Amendment to be declared effective by the Commission no later than the earlier of (a) the thirtieth (30th) calendar day following the date on which such filing is made with the Commission and (b) the third (3rd) Business Day after the date the Company is notified (orally or in writing, whichever is earlier) by the Commission that such filing will not be “reviewed” or will not be subject to further review, in each case subject to the Shutdown Extension as provided in Section 2(b) of the Registration Rights Agreement (the “Second Closing Effectiveness Deadline”).

4. Liquidated Damages. All liquidated damages provisions set forth in Section 2(c) of the Registration Rights Agreement shall apply independently in respect of any failure relating to the Second Closing Filing Deadline, the Second Closing Effectiveness Deadline, or any failure to maintain effectiveness of the applicable Registration Statement covering the Second Closing Conversion Shares. Such liquidated damages shall be in addition to, and not in lieu of, any other remedies available to the Investor under the Registration Rights Agreement or the other Transaction Documents.

5. No Other Amendment; Ratification. Except as expressly amended hereby, the Registration Rights Agreement remains in full force and effect and is hereby ratified and confirmed. The provisions of Section 10 of the Registration Rights Agreement, including Section 10(c) (governing law) and Section 10(e) (counterparts), apply to this Amendment mutatis mutandis. This Amendment may be executed in counterparts (including by electronic or DocuSign signature), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

COMPANY:

MOBIX LABS, INC.

By: /s/ Keyvan Samini
Name: Keyvan Samini
Title: President, CFO and Acting General Counsel

INVESTOR:

KIPS BAY SELECT LP

By: /s/ John Miller
Name: John Miller
Title: Authorized Signatory