



IN THE DISTRICT COURT FOR CLEVELAND COUNTY
STATE OF OKLAHOMA

BIG DOG MEDIA, LLC,

Plaintiff,

v.

BERRY WAYNE TRAMEL, individual;
MICHAEL S. KOEHLER, individual; KRIS
MARTIN MURRAY, individual; and MICHAEL
OWEN SHERMAN, individual,

Defendants.

No. CJ-2024-

1004

STATE OF OKLAHOMA } S.S.
CLEVELAND COUNTY }

FILED

JUL 30 2024

In the office of the
Court Clerk MARILYN WILLIAMS

PETITION

COMES NOW the Plaintiff, Big Dog Media, LLC (“Big Dog” or “Plaintiff”) and for its cause of action against the Defendants above named, alleges and states:

1. Big Dog is an Oklahoma limited liability company with its principal place of business in Cleveland County, Oklahoma.
2. Defendant, Berry Wayne Tramel (“Tramel”) is an individual who resides in Cleveland County, Oklahoma.
3. Defendant, Michael S. Koehler (“Koehler”) is an individual who resides in Oklahoma County, Oklahoma.
4. Defendant, Kris Martin Murray (“Murray”) is an individual who resides in Oklahoma County, Oklahoma.
5. Defendant, Michael Owen Sherman (“Sherman”) is an individual who resides in Oklahoma County, Oklahoma.
6. This lawsuit arises out of a breach of a Promissory Note and Guaranty Agreements entered into in Cleveland County, State of Oklahoma.

7. Jurisdiction and venue are proper under OKLA. STAT. tit. 12, §§ 134 and 142.

STATEMENT OF THE CASE

Plaintiff hereby incorporates paragraphs 1 through 7 above, and further alleges the following:

8. On September 5, 2023, Sellout Crowd executed and delivered to Big Dog a non-revolving advancing line of credit promissory note in the original principal amount of \$1,500,000.00 (the "Note"). On February 5, 2024, the Note was amended and restated to modify the payment terms and extend the maturity date (the "Amended Note"). A copy of the Amended Note is attached hereto as Exhibit "A."

9. On February 5, 2024, Sellout Crowd executed and delivered the Amended Note having and amended face amount of \$1,379,131.98 and an outstanding principal balance as stated thereon of \$600,631.98, with interest from February 5, 2023 on the unpaid balance of \$600,631.98 at the fixed rate of 12.00% per annum until the Amended Note is paid in full.

10. According to the Amended Note, on February 5, 2024, the total principal advanced under the Note was \$721,500.00 and the total remaining available funds for advancement totals \$778,500.00. Also according to the Amended Note, as of February 5, 2024, Sellout Crowd had paid the following amounts: (i) \$35,101.38 on September 30, 2023, (ii) \$59,934.57 on October 31, 2023, (iii) \$75,823.60 on December 14, 2023, and (iv) \$78,859.67 on December 31, 2023, for a total of \$249,719.22 in payments made by Sellout Crowd, all of which were applied first to accrued interest and then to principal leaving an outstanding principal balance of \$600,631.98, with unpaid interest in the amount of \$6,911.39 for a total due and owing of \$607,543.37, as of February 5, 2024.¹

¹ As of April 10, 2024, Big Dog's records showed that Sellout Crowd had paid the following amounts: (i) \$35,101.38 on September 30, 2023, (ii) \$59,934.57 on October 31, 2023, (iii) \$75,884.16 on December 14, 2023,

11. In accordance with the terms of the Amended Note, Sellout Crowd agreed to repay the Note as follows: (i) interest only payments on February 5, 2024, March 5, 2024, and April 5, 2024; (ii) monthly payments of \$39,500 on May 5, 2024, June 5, 2024, and July 5, 2024; (iii) beginning August 5, 2024 and each month thereafter, monthly payments of principal and interest on the outstanding balance to be adjusted monthly so that the loan is fully amortized and paid in full on January 5, 2025. Additionally, in the event that Sellout Crowd closed on the sale of any membership interest, Sellout Crowd was to make payments on the loan as follows:

February 5, 2024 through May 4, 2024	50% of the purchase price proceeds
May 5, 2024 through August 4, 2024	70% of the purchase price proceeds
From and after August 5, 2024	100% of the purchase price proceeds

12. On May 5, 2024, Sellout Crowd failed to make the monthly payment of \$39,500.

13. Sellout Crowd's failure to make the monthly payments when due is an event of default under the Amended Note.

14. According to the terms of the Amended Note, Big Dog has accelerated the maturity of the Amended Note and has declared all amounts to be immediately due and payable.

15. As of July 31, 2024, the outstanding principal balance on the Amended Note is \$600,581.61, plus accrued interest in the amount of \$22,114.57, together with late fees in the amount of \$300.00, for a total amount of \$622,996.18, with interest accruing thereafter at the contract rate of 12.00%.

16. Big Dog has made demand upon Sellout Crowd to pay the amounts due and owing under the Amended Note but Sellout Crowd has failed or otherwise refused to do so.

and (iv) \$78,849.14 on December 31, 2023, for a total of \$249,769.25 in payments made by Sellout Crowd, all of which were applied first to accrued interest and then to principal leaving an outstanding principal balance of \$600,581.61, with all accrued interest paid through April 10, 2024.

17. Sellout Crowd is in default of the Amended Note.

18. Big Dog will incur attorney's fees and costs in connection herewith and is entitled to recover the same under OKLA. STAT. tit. 12, §§ 936 and 942 and in accordance with the terms of the Amended Note.

19. On September 5, 2023, Tramel executed and delivered a Guaranty Agreement ("Tramel Guaranty") securing the indebtedness of Sellout Crowd to Big Dog. A copy of the Tramel Guaranty is attached hereto as Exhibit "B."

20. On September 5, 2023, Koehler executed and delivered a Guaranty Agreement ("Koehler Guaranty") securing the indebtedness of Sellout Crowd to Big Dog. A copy of the Koehler Guaranty is attached hereto as Exhibit "C."

21. On September 5, 2023, Murray executed and delivered a Guaranty Agreement ("Murray Guaranty") securing the indebtedness of Sellout Crowd to Big Dog. A copy of the Murray Guaranty is attached hereto as Exhibit "D."

22. On September 5, 2023, Sherman executed and delivered a Guaranty Agreement ("Sherman Guaranty") securing the indebtedness of Sellout Crowd to Big Dog. A copy of the Sherman Guaranty is attached hereto as Exhibit "E."

BIG DOG'S FIRST CAUSE OF ACTION AGAINST TRAMMEL
(Breach of Commercial Guaranty Agreement)

Big Dog incorporates and re-alleges the allegations contained in Paragraph 1 through 22 above and further alleges the following:

23. On September 5, 2023, Tramel executed the Tramel Guaranty.

24. The Tramel Guaranty promises the absolute and unconditional payment of any and all indebtedness owed by Sellout Crowd to Big Dog.

25. Pursuant to the terms of the Tramel Guaranty, the guaranty obligations are

continuing and all present and future obligations of Sellout Crowd are secured by the Tramel Guaranty, and it may be enforced against Tramel without first having proceeded against Sellout Crowd.

26. In accordance with the terms of the Tramel Guaranty, Tramel is indebted to Big Dog in the amount of \$622,996.18, as of July 31, 2024.

27. Pursuant to the Tramel Guaranty, Big Dog is entitled to reasonable attorney's fees and costs incurred in pursuing this action and chargeable against Tramel.

WHEREFORE Plaintiff, Big Dog prays that it have a judgment in its favor and recover as follows:

a. Judgment against Defendant Berry Wayne Tramel for breach of the Tramel Guaranty in the principal amount of \$600,581.61, plus accrued interest in the amount of \$22,114.57, together with late fees in the amount of \$300.00, for a total amount of \$622,996.18 as of July 31, 2024, with interest continuing to accrue thereafter at the contract rate of 12% per annum;

b. Judgment against Tramel for Big Dog's reasonable attorney's fees and costs expended in pursuit of this action;

c. Post-judgment interest on Big Dog's reasonable attorney's fees and costs allowed by the Court from the date of judgment, until said attorney's fees and costs are paid in full;

d. Judgment for all of Big Dog's accruing attorney's fees and costs expended in the post-judgment collection; and

e. Judgment against Tramel for any other relief the Court deems just and equitable.

BIG DOG'S FIRST CAUSE OF ACTION AGAINST KOEHLER
(Breach of Commercial Guaranty Agreement)

Big Dog incorporates and re-alleges the allegations contained in Paragraph 1 through 27

above and further alleges the following:

28. On September 5, 2023, Koehler executed the Koehler Guaranty.

29. The Koehler Guaranty promises the absolute and unconditional payment of any and all indebtedness owed by Sellout Crowd to Big Dog.

30. Pursuant to the terms of the Koehler Guaranty, all present and future obligations of Sellout Crowd are secured by it, and the Koehler Guaranty may be enforced against Koehler without first having proceeded against Sellout Crowd.

31. In accordance with the terms of the Koehler Guaranty, Koehler is indebted to Big Dog in the amount of \$622,996.18, as of July 31, 2024.

32. Pursuant to the Koehler Guaranty, Big Dog is entitled to reasonable attorney's fees and costs incurred in pursuing this action and chargeable against Koehler.

WHEREFORE Plaintiff, Big Dog prays that it have a judgment in its favor and recover as follows:

a. Judgment against Defendant Michael S. Koehler for breach of the Koehler Guaranty in the in the principal amount of \$600,581.61, plus accrued interest in the amount of \$22,114.57, together with late fees in the amount of \$300.00, for a total amount of \$622,996.18 as of July 31, 2024, with interest continuing to accrue thereafter at the contract rate of 12% per annum;

b. Judgment against Koehler for Big Dog's reasonable attorney's fees and costs expended in pursuit of this action;

c. Post-judgment interest on Big Dog's reasonable attorney's fees and costs allowed by the Court from the date of judgment, until said attorney's fees and costs are paid in full;

d. Judgment for all of Big Dog's accruing attorney's fees and costs expended in the

post-judgment collection; and

- e. Judgment against Koehler for any other relief the Court deems just and equitable.

BIG DOG'S FIRST CAUSE OF ACTION AGAINST MURRAY
(Breach of Commercial Guaranty Agreement)

Big Dog incorporates and re-alleges the allegations contained in Paragraph 1 through 32 above and further alleges the following:

33. On September 5, 2023, Murray executed the Murray Guaranty.

34. The Murray Guaranty promises the absolute and unconditional payment of any and all indebtedness owed by Sellout Crowd to Big Dog.

35. Pursuant to the terms of the Murray Guaranty, all present and future obligations of Sellout Crowd are secured by it, and the Murray Guaranty may be enforced against Murray without first having proceeded against Sellout Crowd.

36. In accordance with the terms of the Murray Guaranty, Murray is indebted to Big Dog in the amount of \$622,996.18, as of July 31, 2024.

37. Pursuant to the Murray Guaranty, Big Dog is entitled to reasonable attorney's fees and costs incurred in pursuing this action and chargeable against Murray.

WHEREFORE Plaintiff, Big Dog prays that it have a judgment in its favor and recover as follows:

a. Judgment against Defendant Kris Hamilton Murray for breach of the Murray Guaranty in the in the principal amount of \$600,581.61, plus accrued interest in the amount of \$22,114.57, together with late fees in the amount of \$300.00, for a total amount of \$622,996.18 as of July 31, 2024, with interest continuing to accrue thereafter at the contract rate of 12% per annum;

b. Judgment against Murray for Big Dog's reasonable attorney's fees and costs

expended in pursuit of this action;

c. Post-judgment interest on Big Dog's reasonable attorney's fees and costs allowed by the Court from the date of judgment, until said attorney's fees and costs are paid in full;

d. Judgment for all of Big Dog's accruing attorney's fees and costs expended in the post-judgment collection; and

e. Judgment against Murray for any other relief the Court deems just and equitable.

BIG DOG'S FIRST CAUSE OF ACTION AGAINST SHERMAN
(Breach of Commercial Guaranty Agreement)

Big Dog incorporates and re-alleges the allegations contained in Paragraph 1 through 37 above and further alleges the following:

38. On September 5, 2023, Sherman executed the Sherman Guaranty.

39. The Sherman Guaranty promises the absolute and unconditional payment of any and all indebtedness owed by Sellout Crowd to Big Dog.

40. Pursuant to the terms of the Sherman Guaranty, all present and future obligations of Sellout Crowd are secured by it, and the Sherman Guaranty may be enforced against Sherman without first having proceeded against Sellout Crowd.

41. In accordance with the terms of the Sherman Guaranty, Sherman is indebted to Big Dog in the amount of \$622,996.18, as of July 31, 2024.

42. Pursuant to the Sherman Guaranty, Big Dog is entitled to reasonable attorney's fees and costs incurred in pursuing this action and chargeable against Sherman.

WHEREFORE Plaintiff, Big Dog prays that it have a judgment in its favor and recover as follows:

a. Judgment against Defendant Michael Owen Sherman for breach of the Sherman Guaranty in the in the principal amount of \$600,581.61, plus accrued interest in the amount of

\$22,114.57, together with late fees in the amount of \$300.00, for a total amount of \$622,996.18 as of July 31, 2024, with interest continuing to accrue thereafter at the contract rate of 12% per annum;


b. Judgment against Sherman for Big Dog's reasonable attorney's fees and costs expended in pursuit of this action;

c. Post-judgment interest on Big Dog's reasonable attorney's fees and costs allowed by the Court from the date of judgment, until said attorney's fees and costs are paid in full;

d. Judgment for all of Big Dog's accruing attorney's fees and costs expended in the post-judgment collection; and

e. Judgment against Sherman for any other relief the Court deems just and equitable.

Respectfully Submitted,

BY: 

Armando J. Rosell (OBA #18821)

Stacy S. Ramdas (OBA #22893)

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Suite 700 Corporate Tower

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Attorneys for Plaintiff, Big Dog Media, LLC

AMENDED AND RESTATED PROMISSORY NOTE
 (Non-Revolving Advancing Line of Credit)

Original Face Amount: \$1,500,000.00	Cleveland County, Oklahoma	Effective Date: February 5, 2024
Current Principal Balance	\$600,631.98	
Amount Advanced:	\$721,500.00	
Remaining Availability	\$778,500.00	
Modified Face Amount	\$1,379,131.98	

Loan History: This Amended and Restated Promissory Note (the "Amended Note") amends, modifies, renews, extends, and restates that Promissory Note, dated September 5, 2023, in the principal amount of \$1,500,000.00 executed and delivered by the Borrower in favor of Lender (both defined below) (the "September 2023 Note"). This Amended Note does not extinguish the indebtedness due and owing under the September 2023 Note and no additional or new loan proceeds are being extended. The terms of this Amended Note supersede the terms of the September 2023 Note and shall govern the repayment of the loan.

As of February 5, 2024, the total principal amount advanced under the September 2023 Note was \$721,500.00 and the total remaining available funds for advancement totals \$778,500.00. As of February 5, 2024, Borrower has paid the following amounts: \$35,101.38 on September 30, 2023, \$59,934.57 on October 31, 2023, \$75,823.60 on December 14, 2023, and \$78,859.67 on December 31, 2023 for a total of \$249,719.22 in payments made by Borrower, all of which was applied first to accrued interest and then to principal leaving a current outstanding principal balance of \$600,631.98, with unpaid interest in the amount of \$6,911.39 for a total due and owing of \$607,543.37 as of February 5, 2024.

Promise to Pay: In installments and at the times hereinafter stated, for value received, SELLOUT CROWD LLC, an Oklahoma limited liability company ("Borrower"), promises to pay BIG DOG MEDIA, LLC, an Oklahoma limited liability company ("Lender") the principal sum of One Million Three Hundred Seventy-Nine Thousand One Hundred Thirty-One Dollars and 98/100 (\$1,379,131.98), with interest from February 5, 2023 on the unpaid balance at the fixed rate of 12.00% per annum until the Amended Note is paid in full. The term of this Amended Note commences on February 5, 2024 and ends on February 5, 2025. Said principal sum and interest payable over the term as set forth below.

Advances: All advances hereunder shall be made subject to the terms and conditions contained in this Amended Note. Advances and payments hereunder may, at the option of the Lender, be recorded on this Amended Note or on the books and records of the Lender and shall be prima facie evidence of said advances, payments, and the unpaid balance of this Amended Note. This Amended Note shall be a non-revolving advancing line of credit. Borrower shall be entitled to advance on the line of credit and shall repay amounts borrowed but shall not be able to re-advance any amounts repaid. As of February 5, 2024, the sum of \$778,500.00 remains available to be advanced on the non-revolving advancing line of credit.

The request for the advances shall be submitted in writing by Borrower to Lender and each advance request shall be based upon the dollar amount attributable to each advertising or sponsorship contract procured by Borrower (each, a "Contract"). The request for advances shall be signed by Borrower and submitted to Lender on any business day between the hours of 9 a.m. and 5 p.m. A copy of the supporting Contract shall be submitted with each advance request. Lender shall have five business days to review and evaluate the Contract. On or before the 6th business day, Lender shall notify Borrower if Lender accepts or declines the Contract. In the event Lender accepts the Contract, Lender shall advance loan proceeds equal to the amount the Borrower will earn under the Contract. Each loan advance shall be made by check or wire transfer to Borrower's operating account within 7 business days of Lender's



receipt of the applicable Contract. Lender may decline any Contract it deems not creditworthy. Lender may reject any Contract for the advancement of alcoholic beverages, tobacco, cannabis, gambling, adult entertainment, adult websites, adult dating websites, or other similar businesses, in the sole discretion of Lender.

For purposes of this Amended Note, "business day" shall mean Monday through Friday of each week, except legal holidays recognized as such by the Government of the United States or the State of Oklahoma.

Payment: Borrower shall pay Lender interest only payments on February 5, 2024, March 5, 2024, and April 5, 2024. Borrower shall pay Lender monthly payments of \$39,500.00 on May 5, 2024, June 5, 2024, and July 5, 2024. Beginning August 5, 2024 and each month thereafter, Borrower shall pay Lender monthly installments of principal and interest on the outstanding balance to be adjusted monthly so that the loan is fully amortized and paid in full on the date that the last payment is made. The last payment of the entire remaining outstanding principal and interest amount due and owing shall be made on February 5, 2025.

All payments made by the Borrower shall be credited first to the interest then due and the remainder to the principal sum, and interest shall thereupon cease upon the amount so paid on the principal sum. Borrower shall have the right to prepay this Amended Note without penalty for prepayment.

Additional Payment Terms: During the period from February 5, 2024 through May 4, 2024, in the event that Borrower closes on the sale of any membership interest or other equity interest in Borrower (the "Equity Interest"), 50% of the purchase price proceeds shall be applied to the outstanding balance due under this Amended Note and 50% of the purchase price proceeds may be used for Borrower's cash flow purposes. During the period from May 5, 2024 through August 4, 2024, in the event that Borrower closes on the sale of any Equity Interest, 70% of the purchase price proceeds shall be applied to the outstanding balance due under this Amended Note and 25% of the purchase price proceeds may be used for Borrower's cash flow purposes. From and after August 5, 2024, in the event that Borrower closes on the sale of any Equity Interest, 100% of the purchase price proceeds shall be applied to the outstanding balance due under this Amended Note.

Collateral: This Amended Note is secured by the unlimited personal guarantees of Mike Koehler, Kris Murray, Mike Sherman, and Berry Tramel, for all amounts due and owing under this Amended Note (the "Collateral").

Default: Each of the following shall constitute an event of default ("Event of Default") under this Amended Note:

Payment Default: Borrowers fails to make any payment when due under this Amended Note.

Other Defaults: Borrower fails to comply with or to perform any other term, obligation, or condition contained in this Amended Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Borrower voluntarily files or Borrower's creditors involuntarily file for protection under the United States Bankruptcy Code.

A material adverse change occurs in Borrower's financial condition or guarantor's financial condition, or Lender believes the prospect of payment or performance of this Amended Note is impaired.

The death or incapacitation of a guarantor.

The appointment of a receiver over any Borrower.

The sale of more than 40% of the outstanding membership units issued by the Borrower or the sale of substantially all of Borrower's assets or operations.

Lender's Rights in the Event of Default: In the Event of Default, Lender may declare the entire amount of unpaid principal balance on the Amended Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount. Installment payments not paid when due shall draw interest at the rate of 12.00% per annum after their respective due date until paid in full. Borrower shall have the right to cure any payment default hereunder after receiving 15-days prior written notice of such default before Lender shall be able to exercise any right concerning Events of Default hereunder. Lender shall be entitled to assess a late fee of \$100.00 for any monthly installment paid after the due date.

Right of Assignment: At any time and without the notice or consent of Borrower, Lender shall have the right to sell and/or assign this Amended Note to any person. Borrower agrees the terms of this Amended Note shall be enforceable by Lender, and its successors in interest or assignees.

Successor in Interest: The terms of this Amended Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and Lender's heirs, personal representatives, successors and assigns.

Jury Waiver: Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by Lender or Borrower against the other.

Lender's Rights: Borrower hereby waives presentment for payment, notice of non-payment, protest and notice of protest, and agrees that extensions of the time for payment may be granted by the holders hereof without notice and without requirement to grant future requests for extensions. Upon declaring this Amended Note in default, Lender may immediately exercise all rights Lender has in and to the Collateral as more specifically set forth in the mortgage, security agreement and guaranty agreement executed by the parties on even date with this Amended Note. Lender may apply all proceeds received from the sale of the Collateral to all amounts then due and owing under this Amended Note. In case of legal proceedings to collect this Amended Note, or in case this Amended Note is handed to an attorney for collection, Borrower agrees to pay a reasonable attorney's fee to Lender to be set by the District Court. In addition, Borrower agrees that any action arising out of this Amended Note is governed by Oklahoma law and that venue is proper in any court of competent jurisdiction located in Cleveland County, Oklahoma.

Notice: All notices required or permitted under this Amended Note shall be in writing and shall be deemed to be received by the party entitled to the notice: (i) three (3) business days after the notice is deposited, with all freight or other charges prepaid, with a recognized carrier of overnight packages; (ii) five (5) business days after the notice is mailed by registered or certified mail with postage prepaid; or (iii) on the same day the notice is sent by facsimile with the receipt of a confirmation of the transmission, and the notice being addressed as follows, or to such other address as may be designated from time to time by one party to the other in a written notice given in a like manner:

If to Borrower, to:

Sellout Crowd LLC
2221 West Lindsey, Suite 200
Norman, Oklahoma 73069

With copy to (which does not constitute notice):

Verge Law P.C.
Attn: Matt Jones
435 NW 23rd St., Suite 206
Oklahoma City, OK 73103
mjoncs@vergelaw.com

If to Lender, to:

Big Dog Media, LLC
c/o Stacey Riley
1025 E. Indian Hills Road
Norman, Oklahoma 73071

With copy to (which does not constitute notice):

Armando Rosell, Esquire
Rosell Law Group, L.L.P.
101 North Robinson
700 Corporate Tower
Oklahoma City, OK 73102
arosell@roselllawgroup.com

(The signature page immediately follows).

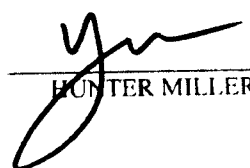
BORROWER: SELLOUT CROWD LLC, an Oklahoma limited liability company

BY: _____
KRIS MURRAY, MANAGER

BY:  _____
STELÉN COVEL, MANAGER

LENDER:

BIG DOG MEDIA, LLC, an Oklahoma limited liability company

BY:  _____
HUNTER MILLER, MANAGER

BORROWER: SELLOUT CROWD LLC, an Oklahoma limited liability company

BY: 
KRIS MURRAY, MANAGER

BY: 
STEFAN COVELL, MANAGER

LENDER:

BIG DOG MEDIA, LLC, an Oklahoma limited liability company

BY: 
HUNTER MILLER, MANAGER

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (the "Guaranty") entered into and made effective on September 5, 2023, by Berry Wayne Tramel (hereinafter referred to as the "Guarantor") to and for the benefit of BIG DOG MEDIA, LLC, an Oklahoma limited liability company ("Lender").

WITNESSETH:

WHEREAS, of even date herewith, SELLOUT CROWD LLC ("**Borrower**") entered into a loan transaction with Lender as evidenced by a promissory note in the amount of \$1,500,000 (the "Note").

WHEREAS, the extension of credit to Borrower by Lender pursuant to the Note will be beneficial to the Guarantor.

WHEREAS, in connection with the extension of the credit by Lender to Borrower, Lender is relying, in part, on the creditworthiness of the Guarantor.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged and to induce Lender to extend credit to Borrower:

1 Guarantee. The undersigned Guarantor hereby jointly and severally, absolutely and unconditionally, guarantees to Lender the complete and punctual payment, performance and discharge, whether upon acceleration or otherwise when due (i) of the Note and all renewals, consolidations, modifications, amendments, increases and extensions thereof; and (ii) all of Borrower's obligations set forth and described in the Note (said indebtedness, liabilities and obligations contained in subparts (i)-(ii) are hereinafter collectively referred to as the "Indebtedness"), together with any accrued but unpaid interest on the Note, any and all expenses of, for and incidental to collection, including all court costs and attorneys' fees.

2 Continuing Guarantee. This Guaranty is a continuing guarantee of the Indebtedness, including that arising under subsequent or successive transactions which shall either continue or increase the Indebtedness, or from time to time renew it after it has been satisfied. The obligations of the Guarantor hereunder shall be in addition to any obligations of the Guarantor under any other guaranties of the Indebtedness of Borrower or any other persons heretofore given or hereafter to be given to Lender unless said other guaranties are expressly modified or revoked in writing; and this Guaranty shall not, unless expressly herein provided, affect or invalidate any such other guaranties. The liability of the Guarantor to Lender shall at all times be deemed to be the aggregate liability of the Guarantor under the terms of this Guaranty, and of any other guaranties heretofore or hereafter given by the Guarantor to Lender and not expressly revoked, modified or invalidated.

3 Independent Obligations. The obligations hereunder are independent of the obligations of Borrower, and a separate action or actions may be brought and prosecuted against the Guarantor whether any action is brought against Borrower or whether Borrower be joined in any such action or actions.



4 Waivers.

4.1 The Guarantor hereby waives:

4.1.1 Diligence, presentment, protest, notice of dishonor, notice of default, demand for payment, notice of presentment and extension of time of payment;

4.1.2 Notice of acceptance hereof;

4.1.3 Notice of nonpayment at maturity;

4.1.4 Notice of the extension of credit from time to time given by Lender to Borrower, and the creation, existence or acquisition of any Indebtedness hereby guaranteed;

4.1.5 Notice of the amount of Indebtedness of Borrower to Lender from time to time, subject, however, to the Guarantor's right to make inquiry of Lender to ascertain the amount of Indebtedness at any reasonable time;

4.1.6 Notice of adverse change in Borrower's financial condition or of any other fact which might increase the Guarantor's risk; and

4.1.7 All set-offs and other rights contained in Okla. Stat. tit. 12, § 686; Okla. Stat. tit. 12, § 3-605; Okla. Stat. tit. 15, §§ 332, 334, 337, 338, 339, 341, 342 and 344; and

4.1.8 All other notices and demands to which the Guarantor might otherwise be entitled.

4.2 **The Guarantor further waives the right to a jury trial in any action hereunder** and rights by statute or otherwise to require Lender to institute suit against Borrower or to exhaust its rights and remedies against Borrower, the Guarantor being bound to the payment of each and all Indebtedness of Borrower to Lender whether now existing or hereafter accruing as fully as if such Indebtedness was directly owing to Lender by the Guarantor.

4.3 The Guarantor further waives any defense arising by reason of any disability of Borrower and any defense that other indemnity; guaranty or security was to be obtained.

4.4 Until all of the Indebtedness shall have been paid in full, the Guarantor shall have no right of subrogation, reimbursement or indemnity whatsoever and no right of recourse to or with respect to any assets or property of Borrower or to any collateral for the Indebtedness of Borrower. Nothing shall discharge or satisfy the liability of the Guarantor hereunder except the full performance and payment of the Indebtedness of Borrower with interest.

4.5 If Borrower or the Guarantor should at any time become insolvent or make a general assignment, or if a petition in Bankruptcy or any insolvency or reorganization proceedings shall be filed or commenced by, against, or in respect of Borrower or the Guarantor any and all of the obligations of the Guarantor shall, forthwith become due and payable without notice.

4.6 The Guarantor consents and agrees that Lender shall be under no obligation to marshal any assets in favor of the Guarantor or against or in payment of any or all of the Indebtedness.

5 Right of Set-Off. Lender shall have a lien upon and/or right of set-off to any and all credits and any and all other property of the Guarantor.

6 Reservation of Rights. The Guarantor consents and agrees that, without notice to or by the Guarantor and without affecting or impairing the obligations of the Guarantor hereunder, Lender may compromise or settle, extend the period of duration or the time for the payment or discharge or performance of, or may refuse to enforce or may release all or any parties to any and all of said Indebtedness, or may grant other indulgences to Borrower in respect thereof, or may amend or modify in any manner any documents or agreements relating to such Indebtedness, other than this Guaranty, or may release, surrender, exchange, modify, impair or extend the period of duration or time for the performance, discharge or payment of, any and all deposits and other property securing the Indebtedness or on which Lender at any time may have a lien, or may refuse to enforce its rights, or may make any compromise or settlement or agreement therefore, in respect of any and all of such deposits and property, or with any party to the Indebtedness, or with any other person, firm or corporation whatsoever, or may release, add or substitute any one or more of the endorsers or the guarantors of the Indebtedness whether parties to this instrument or not, or may exchange, enforce, waive or release any security for any guaranty of the Indebtedness. In the event of the occurrence of any of the foregoing, the Guarantor hereby acknowledges that Lender has expressly reserved all rights against the Guarantor, and the Guarantor agrees that its liability hereunder will not be affected or impaired by any failure, neglect or omission of Lender to protect, in any manner, the collection of the Indebtedness or any security given therefore.

7 Payment of Expenses. The Guarantor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under this Guaranty, as well as court costs, collection charges and attorneys' fees and disbursements.

8 Invalid, Fraudulent or Preferential Payments. The Guarantor agrees that to the extent Borrower makes a payment or payments to Lender, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy act, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the obligation or part thereof intended to be satisfied shall be revived and continued in full force and effect as if said payment has not been made.

9 Subordination. Any and all present and future debts and obligations of Borrower to the Guarantor are hereby subordinated to the full payment of Indebtedness by Borrower to Lender, and as security for this Guaranty, the Guarantor hereby assigns to Lender all claims of any nature which it may now or hereafter have against Borrower.

10 Noncontingent Liability. The Guarantor agrees that the liability of the Guarantor on this Guaranty shall be joint, several, immediate and shall not be contingent upon the exercise of

enforcement by Lender of whatever remedies it may have against Borrower or others, or the enforcement of any lien or realization upon any security which Lender may at any time possess.

11 Representations, Warranties and Covenants. The Guarantor represents, warrants and covenants to Lender as an inducement to Lender to grant credit to Borrower that:

11.1 As of the date of this Guaranty, the fair saleable value of the Guarantor's assets exceeds its liabilities, and the Guarantor is meeting current liabilities as they mature.

11.2 There are not now pending any material court or administrative proceedings or undischarged judgments against such Guarantor and no federal or state tax liens have been filed or threatened against such Guarantor nor is such Guarantor in default or claimed default under any agreement for borrowed money.

11.3 The Guarantor shall immediately give Lender written notice of any material adverse change in its financial condition, including but not limited to, litigation commenced, tax liens filed, defaults claimed under its indebtedness for borrowed money or bankruptcy proceedings commenced against such Guarantor, by such Guarantor or by any other third party.

11.4 The Guarantor shall, at such reasonable times as Lender requests, furnish its current financial statements to Lender and permit Lender or its representatives to inspect at such Guarantor's offices its financial records and properties and make extracts therefrom in order to evaluate the financial condition of such Guarantor.

11.5 The Guarantor is fully aware of the financial condition of Borrower and Guarantor delivers this Guaranty based solely upon its own independent investigation and in no part upon any representation or statement of Lender with respect thereto.

11.6 The Guarantor is in a position to and hereby does assume full responsibility for obtaining any additional information concerning Borrower's financial condition as Guarantor may deem material to its obligations hereunder and Guarantor is not relying upon, nor expecting Lender to furnish any information in Lender's possession concerning Borrower's financial condition.

11.7 The Guarantor shall maintain adequate records of all transactions so that at any time and from time to time the true and complete financial condition of the Guarantor may be readily determined; make available at Lender's request such records for Lender's inspection; furnish promptly to Lender and in such form as Lender may request any additional financial or other information concerning the assets, liabilities, operations and transactions of the Guarantor, and permit Lender to make or obtain copies of any such records or information.

11.8 The Guarantor shall not sell or otherwise transfer a substantial portion of his assets at any time during the term so this Guaranty.

12 Primary Obligations. This Guaranty is a primary and original obligation of the Guarantor and is a joint, several, absolute, unconditional, continuing and irrevocable guaranty of payment and shall remain in full force and effect without respect to future changes in conditions, including change of law or any invalidity or irregularity with respect to the issuance of any

obligations of Borrower to Lender or with respect to the execution and delivery of any agreement between Borrower and Lender.

13 Election of Remedies. Lender shall have the right to seek recourse against the Guarantor to the full extent provided for herein and in any other document or instrument evidencing obligations of the Guarantor to Lender, and against Borrower, to the full extent provided for in the Note. No election to proceed in one form of action or proceeding, or against any party, or on any obligation, shall constitute a waiver of Lender's right to proceed in any other form of action or proceeding or against other parties unless Lender has expressly waived such right in writing. Specifically, but without limiting the generality of the foregoing, no action or proceeding by Lender against Borrower under any document or instrument evidencing or securing the Indebtedness of Borrower to Lender shall serve to diminish the liability of the Guarantor except to the extent Lender realized payment by such action or proceeding, notwithstanding the effect of any such action or proceeding upon the Guarantor's right of subrogation against Borrower. By acceptance hereof, Lender and the Guarantor agree that the Guarantor hereby knowingly accepts the full range of risk encompassed within a contract of "Guaranty" which risk includes, but without limitation, the possibility that Borrower will incur additional Indebtedness for which the Guarantor may be liable hereunder after Borrower's financial condition or ability to pay its lawful debts when they fall due has deteriorated.

14 Reaffirmation of Obligation. The Guarantor agrees that it will promptly execute and deliver to Lender or its designee written reaffirmation of the Guarantor's obligations hereunder if so requested by Lender from time to time. The Guarantor's absolute obligation to make such reaffirmations is not to be construed to infer an absence of liability on the Guarantor's behalf in any instance in which the Guarantor is not asked to reaffirm, or fail to reaffirm, its obligations, notwithstanding any modification of Borrower's obligations to Lender.

15 Miscellaneous.

15.1 The Guarantor agrees that all the rights, benefits and privileges herein and hereby conferred upon Lender shall vest in, and be enforceable by Lender, its successors and assigns.

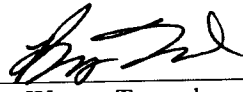
15.2 Lender may assign this Guaranty either in whole or in part, together with any of Lender's rights and powers hereunder, and Lender may assign and/or deliver to any such assignee any of such security for payment of the Indebtedness, and, in the event of such assignment, the assignee hereof and of such rights and powers and of such security, if any of such security be so assigned and/or delivered, shall have the same rights and remedies as if originally named herein in Lender's place and Lender shall thereafter be fully discharged from all responsibilities with respect to any such securities so assigned and/or delivered.

15.3 This Guaranty, all acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Oklahoma. As part of the consideration for Lender's granting credit to Borrower, the Guarantor hereby agrees that all actions or proceedings arising directly or indirectly hereunder may, at the option of Lender, be litigated in courts having situs in Cleveland County, Oklahoma, and the Guarantor hereby expressly consents to the jurisdiction of any local, state or federal court located within said state, and consents that any service of process in such action or proceeding

may be made by personal service upon the Guarantor wherever the Guarantor may be then located, or be certified or registered mail directed to the Guarantor at its last known address.

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guaranty as of the day and year first above written.

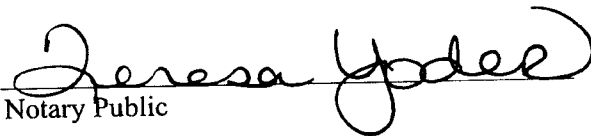
“GUARANTOR”



Berry Wayne Tramel

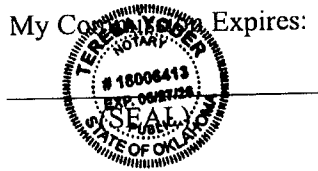
STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 5th day of September 2023, by Berry Wayne Tramel.



Notary Public

My Commission Expires:



My Commission No.:

18006413

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (the "Guaranty") entered into and made effective on September 5, 2023, by Michael S. Koehler (hereinafter referred to as the "Guarantor") to and for the benefit of BIG DOG MEDIA, LLC, an Oklahoma limited liability company ("Lender").

WITNESSETH:

WHEREAS, of even date herewith, SELLOUT CROWD LLC ("Borrower") entered into a loan transaction with Lender as evidenced by a promissory note in the amount of \$1,500,000 (the "Note").

WHEREAS, the extension of credit to Borrower by Lender pursuant to the Note will be beneficial to the Guarantor.

WHEREAS, in connection with the extension of the credit by Lender to Borrower, Lender is relying, in part, on the creditworthiness of the Guarantor.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged and to induce Lender to extend credit to Borrower:

1 Guarantee. The undersigned Guarantor hereby jointly and severally, absolutely and unconditionally, guarantees to Lender the complete and punctual payment, performance and discharge, whether upon acceleration or otherwise when due (i) of the Note and all renewals, consolidations, modifications, amendments, increases and extensions thereof; and (ii) all of Borrower's obligations set forth and described in the Note (said indebtedness, liabilities and obligations contained in subparts (i)-(ii) are hereinafter collectively referred to as the "Indebtedness"), together with any accrued but unpaid interest on the Note, any and all expenses of, for and incidental to collection, including all court costs and attorneys' fees.

2 Continuing Guarantee. This Guaranty is a continuing guarantee of the Indebtedness, including that arising under subsequent or successive transactions which shall either continue or increase the Indebtedness, or from time to time renew it after it has been satisfied. The obligations of the Guarantor hereunder shall be in addition to any obligations of the Guarantor under any other guaranties of the Indebtedness of Borrower or any other persons heretofore given or hereafter to be given to Lender unless said other guaranties are expressly modified or revoked in writing; and this Guaranty shall not, unless expressly herein provided, affect or invalidate any such other guaranties. The liability of the Guarantor to Lender shall at all times be deemed to be the aggregate liability of the Guarantor under the terms of this Guaranty, and of any other guaranties heretofore or hereafter given by the Guarantor to Lender and not expressly revoked, modified or invalidated.

3 Independent Obligations. The obligations hereunder are independent of the obligations of Borrower, and a separate action or actions may be brought and prosecuted against the Guarantor whether any action is brought against Borrower or whether Borrower be joined in any such action or actions.



4 Waivers.

4.1 The Guarantor hereby waives:

4.1.1 Diligence, presentment, protest, notice of dishonor, notice of default, demand for payment, notice of presentment and extension of time of payment;

4.1.2 Notice of acceptance hereof;

4.1.3 Notice of nonpayment at maturity;

4.1.4 Notice of the extension of credit from time to time given by Lender to Borrower, and the creation, existence or acquisition of any Indebtedness hereby guaranteed;

4.1.5 Notice of the amount of Indebtedness of Borrower to Lender from time to time, subject, however, to the Guarantor's right to make inquiry of Lender to ascertain the amount of Indebtedness at any reasonable time;

4.1.6 Notice of adverse change in Borrower's financial condition or of any other fact which might increase the Guarantor's risk; and

4.1.7 All set-offs and other rights contained in Okla. Stat. tit. 12, § 686; Okla. Stat. tit. 12, § 3-605; Okla. Stat. tit. 15, §§ 332, 334, 337, 338, 339, 341, 342 and 344; and

4.1.8 All other notices and demands to which the Guarantor might otherwise be entitled.

4.2 **The Guarantor further waives the right to a jury trial in any action hereunder** and rights by statute or otherwise to require Lender to institute suit against Borrower or to exhaust its rights and remedies against Borrower, the Guarantor being bound to the payment of each and all Indebtedness of Borrower to Lender whether now existing or hereafter accruing as fully as if such Indebtedness was directly owing to Lender by the Guarantor.

4.3 The Guarantor further waives any defense arising by reason of any disability of Borrower and any defense that other indemnity; guaranty or security was to be obtained.

4.4 Until all of the Indebtedness shall have been paid in full, the Guarantor shall have no right of subrogation, reimbursement or indemnity whatsoever and no right of recourse to or with respect to any assets or property of Borrower or to any collateral for the Indebtedness of Borrower. Nothing shall discharge or satisfy the liability of the Guarantor hereunder except the full performance and payment of the Indebtedness of Borrower with interest.

4.5 If Borrower or the Guarantor should at any time become insolvent or make a general assignment, or if a petition in Bankruptcy or any insolvency or reorganization proceedings shall be filed or commenced by, against, or in respect of Borrower or the Guarantor any and all of the obligations of the Guarantor shall, forthwith become due and payable without notice.

4.6 The Guarantor consents and agrees that Lender shall be under no obligation to marshal any assets in favor of the Guarantor or against or in payment of any or all of the Indebtedness.

5 Right of Set-Off. Lender shall have a lien upon and/or right of set-off to any and all credits and any and all other property of the Guarantor.

6 Reservation of Rights. The Guarantor consents and agrees that, without notice to or by the Guarantor and without affecting or impairing the obligations of the Guarantor hereunder, Lender may compromise or settle, extend the period of duration or the time for the payment or discharge or performance of, or may refuse to enforce or may release all or any parties to any and all of said Indebtedness, or may grant other indulgences to Borrower in respect thereof, or may amend or modify in any manner any documents or agreements relating to such Indebtedness, other than this Guaranty, or may release, surrender, exchange, modify, impair or extend the period of duration or time for the performance, discharge or payment of, any and all deposits and other property securing the Indebtedness or on which Lender at any time may have a lien, or may refuse to enforce its rights, or may make any compromise or settlement or agreement therefore, in respect of any and all of such deposits and property, or with any party to the Indebtedness, or with any other person, firm or corporation whatsoever, or may release, add or substitute any one or more of the endorsers or the guarantors of the Indebtedness whether parties to this instrument or not, or may exchange, enforce, waive or release any security for any guaranty of the Indebtedness. In the event of the occurrence of any of the foregoing, the Guarantor hereby acknowledges that Lender has expressly reserved all rights against the Guarantor, and the Guarantor agrees that its liability hereunder will not be affected or impaired by any failure, neglect or omission of Lender to protect, in any manner, the collection of the Indebtedness or any security given therefore.

7 Payment of Expenses. The Guarantor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under this Guaranty, as well as court costs, collection charges and attorneys' fees and disbursements.

8 Invalid, Fraudulent or Preferential Payments. The Guarantor agrees that to the extent Borrower makes a payment or payments to Lender, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy act, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the obligation or part thereof intended to be satisfied shall be revived and continued in full force and effect as if said payment has not been made.

9 Subordination. Any and all present and future debts and obligations of Borrower to the Guarantor are hereby subordinated to the full payment of Indebtedness by Borrower to Lender, and as security for this Guaranty, the Guarantor hereby assigns to Lender all claims of any nature which it may now or hereafter have against Borrower.

10 Noncontingent Liability. The Guarantor agrees that the liability of the Guarantor on this Guaranty shall be joint, several, immediate and shall not be contingent upon the exercise of

enforcement by Lender of whatever remedies it may have against Borrower or others, or the enforcement of any lien or realization upon any security which Lender may at any time possess.

11 Representations, Warranties and Covenants. The Guarantor represents, warrants and covenants to Lender as an inducement to Lender to grant credit to Borrower that:

11.1 As of the date of this Guaranty, the fair saleable value of the Guarantor's assets exceeds its liabilities, and the Guarantor is meeting current liabilities as they mature.

11.2 There are not now pending any material court or administrative proceedings or undischarged judgments against such Guarantor and no federal or state tax liens have been filed or threatened against such Guarantor nor is such Guarantor in default or claimed default under any agreement for borrowed money.

11.3 The Guarantor shall immediately give Lender written notice of any material adverse change in its financial condition, including but not limited to, litigation commenced, tax liens filed, defaults claimed under its indebtedness for borrowed money or bankruptcy proceedings commenced against such Guarantor, by such Guarantor or by any other third party.

11.4 The Guarantor shall, at such reasonable times as Lender requests, furnish its current financial statements to Lender and permit Lender or its representatives to inspect at such Guarantor's offices its financial records and properties and make extracts therefrom in order to evaluate the financial condition of such Guarantor.

11.5 The Guarantor is fully aware of the financial condition of Borrower and Guarantor delivers this Guaranty based solely upon its own independent investigation and in no part upon any representation or statement of Lender with respect thereto.

11.6 The Guarantor is in a position to and hereby does assume full responsibility for obtaining any additional information concerning Borrower's financial condition as Guarantor may deem material to its obligations hereunder and Guarantor is not relying upon, nor expecting Lender to furnish any information in Lender's possession concerning Borrower's financial condition.

11.7 The Guarantor shall maintain adequate records of all transactions so that at any time and from time to time the true and complete financial condition of the Guarantor may be readily determined; make available at Lender's request such records for Lender's inspection; furnish promptly to Lender and in such form as Lender may request any additional financial or other information concerning the assets, liabilities, operations and transactions of the Guarantor, and permit Lender to make or obtain copies of any such records or information..

11.8 The Guarantor shall not sell or otherwise transfer a substantial portion of his assets at any time during the term so this Guaranty.

12 Primary Obligations. This Guaranty is a primary and original obligation of the Guarantor and is a joint, several, absolute, unconditional, continuing and irrevocable guaranty of payment and shall remain in full force and effect without respect to future changes in conditions, including change of law or any invalidity or irregularity with respect to the issuance of any

obligations of Borrower to Lender or with respect to the execution and delivery of any agreement between Borrower and Lender.

13 Election of Remedies. Lender shall have the right to seek recourse against the Guarantor to the full extent provided for herein and in any other document or instrument evidencing obligations of the Guarantor to Lender, and against Borrower, to the full extent provided for in the Note. No election to proceed in one form of action or proceeding, or against any party, or on any obligation, shall constitute a waiver of Lender's right to proceed in any other form of action or proceeding or against other parties unless Lender has expressly waived such right in writing. Specifically, but without limiting the generality of the foregoing, no action or proceeding by Lender against Borrower under any document or instrument evidencing or securing the Indebtedness of Borrower to Lender shall serve to diminish the liability of the Guarantor except to the extent Lender realized payment by such action or proceeding, notwithstanding the effect of any such action or proceeding upon the Guarantor's right of subrogation against Borrower. By acceptance hereof, Lender and the Guarantor agree that the Guarantor hereby knowingly accepts the full range of risk encompassed within a contract of "Guaranty" which risk includes, but without limitation, the possibility that Borrower will incur additional Indebtedness for which the Guarantor may be liable hereunder after Borrower's financial condition or ability to pay its lawful debts when they fall due has deteriorated.

14 Reaffirmation of Obligation. The Guarantor agrees that it will promptly execute and deliver to Lender or its designee written reaffirmation of the Guarantor's obligations hereunder if so requested by Lender from time to time. The Guarantor's absolute obligation to make such reaffirmations is not to be construed to infer an absence of liability on the Guarantor's behalf in any instance in which the Guarantor is not asked to reaffirm, or fail to reaffirm, its obligations, notwithstanding any modification of Borrower's obligations to Lender.

15 Miscellaneous.

15.1 The Guarantor agrees that all the rights, benefits and privileges herein and hereby conferred upon Lender shall vest in, and be enforceable by Lender, its successors and assigns.


15.2 Lender may assign this Guaranty either in whole or in part, together with any of Lender's rights and powers hereunder, and Lender may assign and/or deliver to any such assignee any of such security for payment of the Indebtedness, and, in the event of such assignment, the assignee hereof and of such rights and powers and of such security, if any of such security be so assigned and/or delivered, shall have the same rights and remedies as if originally named herein in Lender's place and Lender shall thereafter be fully discharged from all responsibilities with respect to any such securities so assigned and/or delivered.

15.3 This Guaranty, all acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Oklahoma. As part of the consideration for Lender's granting credit to Borrower, the Guarantor hereby agrees that all actions or proceedings arising directly or indirectly hereunder may, at the option of Lender, be litigated in courts having situs in Cleveland County, Oklahoma, and the Guarantor hereby expressly consents to the jurisdiction of any local, state or federal court located within said state, and consents that any service of process in such action or proceeding

may be made by personal service upon the Guarantor wherever the Guarantor may be then located, or be certified or registered mail directed to the Guarantor at its last known address.

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guaranty as of the day and year first above written.

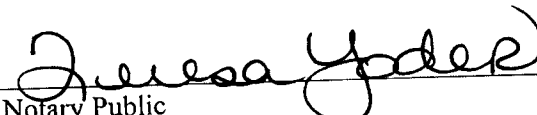
“GUARANTOR”




Michael S. Koehler

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 5th day of September 2023, by Michael S. Koehler.



Notary Public

My Commission Expires:


My Commission No.:
18006413

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (the "Guaranty") entered into and made effective on September 5, 2023, by Kris Hamilton Murray (hereinafter referred to as the "Guarantor") to and for the benefit of BIG DOG MEDIA, LLC, an Oklahoma limited liability company ("Lender").

WITNESSETH:

WHEREAS, of even date herewith, SELLOUT CROWD LLC ("Borrower") entered into a loan transaction with Lender as evidenced by a promissory note in the amount of \$1,500,000 (the "Note").

WHEREAS, the extension of credit to Borrower by Lender pursuant to the Note will be beneficial to the Guarantor.

WHEREAS, in connection with the extension of the credit by Lender to Borrower, Lender is relying, in part, on the creditworthiness of the Guarantor.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged and to induce Lender to extend credit to Borrower:

1 Guarantee. The undersigned Guarantor hereby jointly and severally, absolutely and unconditionally, guarantees to Lender the complete and punctual payment, performance and discharge, whether upon acceleration or otherwise when due (i) of the Note and all renewals, consolidations, modifications, amendments, increases and extensions thereof; and (ii) all of Borrower's obligations set forth and described in the Note (said indebtedness, liabilities and obligations contained in subparts (i)-(ii) are hereinafter collectively referred to as the "Indebtedness"), together with any accrued but unpaid interest on the Note, any and all expenses of, for and incidental to collection, including all court costs and attorneys' fees.

2 Continuing Guarantee. This Guaranty is a continuing guarantee of the Indebtedness, including that arising under subsequent or successive transactions which shall either continue or increase the Indebtedness, or from time to time renew it after it has been satisfied. The obligations of the Guarantor hereunder shall be in addition to any obligations of the Guarantor under any other guaranties of the Indebtedness of Borrower or any other persons heretofore given or hereafter to be given to Lender unless said other guaranties are expressly modified or revoked in writing; and this Guaranty shall not, unless expressly herein provided, affect or invalidate any such other guaranties. The liability of the Guarantor to Lender shall at all times be deemed to be the aggregate liability of the Guarantor under the terms of this Guaranty, and of any other guaranties heretofore or hereafter given by the Guarantor to Lender and not expressly revoked, modified or invalidated.

3 Independent Obligations. The obligations hereunder are independent of the obligations of Borrower, and a separate action or actions may be brought and prosecuted against the Guarantor whether any action is brought against Borrower or whether Borrower be joined in any such action or actions.



4 Waivers.

4.1 The Guarantor hereby waives:

4.1.1 Diligence, presentment, protest, notice of dishonor, notice of default, demand for payment, notice of presentment and extension of time of payment;

4.1.2 Notice of acceptance hereof;

4.1.3 Notice of nonpayment at maturity;

4.1.4 Notice of the extension of credit from time to time given by Lender to Borrower, and the creation, existence or acquisition of any Indebtedness hereby guaranteed;

4.1.5 Notice of the amount of Indebtedness of Borrower to Lender from time to time, subject, however, to the Guarantor's right to make inquiry of Lender to ascertain the amount of Indebtedness at any reasonable time;

4.1.6 Notice of adverse change in Borrower's financial condition or of any other fact which might increase the Guarantor's risk; and

4.1.7 All set-offs and other rights contained in Okla. Stat. tit. 12, § 686; Okla. Stat. tit. 12, § 3-605; Okla. Stat. tit. 15, §§ 332, 334, 337, 338, 339, 341, 342 and 344; and

4.1.8 All other notices and demands to which the Guarantor might otherwise be entitled.

4.2 **The Guarantor further waives the right to a jury trial in any action hereunder** and rights by statute or otherwise to require Lender to institute suit against Borrower or to exhaust its rights and remedies against Borrower, the Guarantor being bound to the payment of each and all Indebtedness of Borrower to Lender whether now existing or hereafter accruing as fully as if such Indebtedness was directly owing to Lender by the Guarantor.

4.3 The Guarantor further waives any defense arising by reason of any disability of Borrower and any defense that other indemnity; guaranty or security was to be obtained.

4.4 Until all of the Indebtedness shall have been paid in full, the Guarantor shall have no right of subrogation, reimbursement or indemnity whatsoever and no right of recourse to or with respect to any assets or property of Borrower or to any collateral for the Indebtedness of Borrower. Nothing shall discharge or satisfy the liability of the Guarantor hereunder except the full performance and payment of the Indebtedness of Borrower with interest.

4.5 If Borrower or the Guarantor should at any time become insolvent or make a general assignment, or if a petition in Bankruptcy or any insolvency or reorganization proceedings shall be filed or commenced by, against, or in respect of Borrower or the Guarantor any and all of the obligations of the Guarantor shall, forthwith become due and payable without notice.

4.6 The Guarantor consents and agrees that Lender shall be under no obligation to marshal any assets in favor of the Guarantor or against or in payment of any or all of the Indebtedness.

5 Right of Set-Off. Lender shall have a lien upon and/or right of set-off to any and all credits and any and all other property of the Guarantor.

6 Reservation of Rights. The Guarantor consents and agrees that, without notice to or by the Guarantor and without affecting or impairing the obligations of the Guarantor hereunder, Lender may compromise or settle, extend the period of duration or the time for the payment or discharge or performance of, or may refuse to enforce or may release all or any parties to any and all of said Indebtedness, or may grant other indulgences to Borrower in respect thereof, or may amend or modify in any manner any documents or agreements relating to such Indebtedness, other than this Guaranty, or may release, surrender, exchange, modify, impair or extend the period of duration or time for the performance, discharge or payment of, any and all deposits and other property securing the Indebtedness or on which Lender at any time may have a lien, or may refuse to enforce its rights, or may make any compromise or settlement or agreement therefore, in respect of any and all of such deposits and property, or with any party to the Indebtedness, or with any other person, firm or corporation whatsoever, or may release, add or substitute any one or more of the endorsers or the guarantors of the Indebtedness whether parties to this instrument or not, or may exchange, enforce, waive or release any security for any guaranty of the Indebtedness. In the event of the occurrence of any of the foregoing, the Guarantor hereby acknowledges that Lender has expressly reserved all rights against the Guarantor, and the Guarantor agrees that its liability hereunder will not be affected or impaired by any failure, neglect or omission of Lender to protect, in any manner, the collection of the Indebtedness or any security given therefore.

7 Payment of Expenses. The Guarantor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under this Guaranty, as well as court costs, collection charges and attorneys' fees and disbursements.

8 Invalid, Fraudulent or Preferential Payments. The Guarantor agrees that to the extent Borrower makes a payment or payments to Lender, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy act, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the obligation or part thereof intended to be satisfied shall be revived and continued in full force and effect as if said payment has not been made.

9 Subordination. Any and all present and future debts and obligations of Borrower to the Guarantor are hereby subordinated to the full payment of Indebtedness by Borrower to Lender, and as security for this Guaranty, the Guarantor hereby assigns to Lender all claims of any nature which it may now or hereafter have against Borrower.

10 Noncontingent Liability. The Guarantor agrees that the liability of the Guarantor on this Guaranty shall be joint, several, immediate and shall not be contingent upon the exercise of

enforcement by Lender of whatever remedies it may have against Borrower or others, or the enforcement of any lien or realization upon any security which Lender may at any time possess.

11 Representations, Warranties and Covenants. The Guarantor represents, warrants and covenants to Lender as an inducement to Lender to grant credit to Borrower that:

11.1 As of the date of this Guaranty, the fair saleable value of the Guarantor's assets exceeds its liabilities, and the Guarantor is meeting current liabilities as they mature.

11.2 There are not now pending any material court or administrative proceedings or undischarged judgments against such Guarantor and no federal or state tax liens have been filed or threatened against such Guarantor nor is such Guarantor in default or claimed default under any agreement for borrowed money.

11.3 The Guarantor shall immediately give Lender written notice of any material adverse change in its financial condition, including but not limited to, litigation commenced, tax liens filed, defaults claimed under its indebtedness for borrowed money or bankruptcy proceedings commenced against such Guarantor, by such Guarantor or by any other third party.

11.4 The Guarantor shall, at such reasonable times as Lender requests, furnish its current financial statements to Lender and permit Lender or its representatives to inspect at such Guarantor's offices its financial records and properties and make extracts therefrom in order to evaluate the financial condition of such Guarantor.

11.5 The Guarantor is fully aware of the financial condition of Borrower and Guarantor delivers this Guaranty based solely upon its own independent investigation and in no part upon any representation or statement of Lender with respect thereto.

11.6 The Guarantor is in a position to and hereby does assume full responsibility for obtaining any additional information concerning Borrower's financial condition as Guarantor may deem material to its obligations hereunder and Guarantor is not relying upon, nor expecting Lender to furnish any information in Lender's possession concerning Borrower's financial condition.

11.7 The Guarantor shall maintain adequate records of all transactions so that at any time and from time to time the true and complete financial condition of the Guarantor may be readily determined; make available at Lender's request such records for Lender's inspection; furnish promptly to Lender and in such form as Lender may request any additional financial or other information concerning the assets, liabilities, operations and transactions of the Guarantor, and permit Lender to make or obtain copies of any such records or information..

11.8 The Guarantor shall not sell or otherwise transfer a substantial portion of his assets at any time during the term so this Guaranty.

12 Primary Obligations. This Guaranty is a primary and original obligation of the Guarantor and is a joint, several, absolute, unconditional, continuing and irrevocable guaranty of payment and shall remain in full force and effect without respect to future changes in conditions, including change of law or any invalidity or irregularity with respect to the issuance of any

obligations of Borrower to Lender or with respect to the execution and delivery of any agreement between Borrower and Lender.

13 Election of Remedies. Lender shall have the right to seek recourse against the Guarantor to the full extent provided for herein and in any other document or instrument evidencing obligations of the Guarantor to Lender, and against Borrower, to the full extent provided for in the Note. No election to proceed in one form of action or proceeding, or against any party, or on any obligation, shall constitute a waiver of Lender's right to proceed in any other form of action or proceeding or against other parties unless Lender has expressly waived such right in writing. Specifically, but without limiting the generality of the foregoing, no action or proceeding by Lender against Borrower under any document or instrument evidencing or securing the Indebtedness of Borrower to Lender shall serve to diminish the liability of the Guarantor except to the extent Lender realized payment by such action or proceeding, notwithstanding the effect of any such action or proceeding upon the Guarantor's right of subrogation against Borrower. By acceptance hereof, Lender and the Guarantor agree that the Guarantor hereby knowingly accepts the full range of risk encompassed within a contract of "Guaranty" which risk includes, but without limitation, the possibility that Borrower will incur additional Indebtedness for which the Guarantor may be liable hereunder after Borrower's financial condition or ability to pay its lawful debts when they fall due has deteriorated.

14 Reaffirmation of Obligation. The Guarantor agrees that it will promptly execute and deliver to Lender or its designee written reaffirmation of the Guarantor's obligations hereunder if so requested by Lender from time to time. The Guarantor's absolute obligation to make such reaffirmations is not to be construed to infer an absence of liability on the Guarantor's behalf in any instance in which the Guarantor is not asked to reaffirm, or fail to reaffirm, its obligations, notwithstanding any modification of Borrower's obligations to Lender.

15 Miscellaneous.

15.1 The Guarantor agrees that all the rights, benefits and privileges herein and hereby conferred upon Lender shall vest in, and be enforceable by Lender, its successors and assigns.

15.2 Lender may assign this Guaranty either in whole or in part, together with any of Lender's rights and powers hereunder, and Lender may assign and/or deliver to any such assignee any of such security for payment of the Indebtedness, and, in the event of such assignment, the assignee hereof and of such rights and powers and of such security, if any of such security be so assigned and/or delivered, shall have the same rights and remedies as if originally named herein in Lender's place and Lender shall thereafter be fully discharged from all responsibilities with respect to any such securities so assigned and/or delivered.

15.3 This Guaranty, all acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Oklahoma. As part of the consideration for Lender's granting credit to Borrower, the Guarantor hereby agrees that all actions or proceedings arising directly or indirectly hereunder may, at the option of Lender, be litigated in courts having situs in Cleveland County, Oklahoma, and the Guarantor hereby expressly consents to the jurisdiction of any local, state or federal court located within said state, and consents that any service of process in such action or proceeding

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (the "Guaranty") entered into and made effective on September 5, 2023, by Micheal Owen Sherman (hereinafter referred to as the "Guarantor") to and for the benefit of BIG DOG MEDIA, LLC, an Oklahoma limited liability company ("Lender").

W I T N E S S E T H:

WHEREAS, of even date herewith, SELLOUT CROWD LLC ("Borrower") entered into a loan transaction with Lender as evidenced by a promissory note in the amount of \$1,500,000 (the "Note").

WHEREAS, the extension of credit to Borrower by Lender pursuant to the Note will be beneficial to the Guarantor.

WHEREAS, in connection with the extension of the credit by Lender to Borrower, Lender is relying, in part, on the creditworthiness of the Guarantor.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged and to induce Lender to extend credit to Borrower:

1 Guarantee. The undersigned Guarantor hereby jointly and severally, absolutely and unconditionally, guarantees to Lender the complete and punctual payment, performance and discharge, whether upon acceleration or otherwise when due (i) of the Note and all renewals, consolidations, modifications, amendments, increases and extensions thereof; and (ii) all of Borrower's obligations set forth and described in the Note (said indebtedness, liabilities and obligations contained in subparts (i)-(ii) are hereinafter collectively referred to as the "Indebtedness"), together with any accrued but unpaid interest on the Note, any and all expenses of, for and incidental to collection, including all court costs and attorneys' fees.

2 Continuing Guarantee. This Guaranty is a continuing guarantee of the Indebtedness, including that arising under subsequent or successive transactions which shall either continue or increase the Indebtedness, or from time to time renew it after it has been satisfied. The obligations of the Guarantor hereunder shall be in addition to any obligations of the Guarantor under any other guaranties of the Indebtedness of Borrower or any other persons heretofore given or hereafter to be given to Lender unless said other guaranties are expressly modified or revoked in writing; and this Guaranty shall not, unless expressly herein provided, affect or invalidate any such other guaranties. The liability of the Guarantor to Lender shall at all times be deemed to be the aggregate liability of the Guarantor under the terms of this Guaranty, and of any other guaranties heretofore or hereafter given by the Guarantor to Lender and not expressly revoked, modified or invalidated.

3 Independent Obligations. The obligations hereunder are independent of the obligations of Borrower, and a separate action or actions may be brought and prosecuted against the Guarantor whether any action is brought against Borrower or whether Borrower be joined in any such action or actions.



4 Waivers.

4.1 The Guarantor hereby waives:

4.1.1 Diligence, presentment, protest, notice of dishonor, notice of default, demand for payment, notice of presentment and extension of time of payment;

4.1.2 Notice of acceptance hereof;

4.1.3 Notice of nonpayment at maturity;

4.1.4 Notice of the extension of credit from time to time given by Lender to Borrower, and the creation, existence or acquisition of any Indebtedness hereby guaranteed;

4.1.5 Notice of the amount of Indebtedness of Borrower to Lender from time to time, subject, however, to the Guarantor's right to make inquiry of Lender to ascertain the amount of Indebtedness at any reasonable time;

4.1.6 Notice of adverse change in Borrower's financial condition or of any other fact which might increase the Guarantor's risk; and

4.1.7 All set-offs and other rights contained in Okla. Stat. tit. 12, § 686; Okla. Stat. tit. 12, § 3-605; Okla. Stat. tit. 15, §§ 332, 334, 337, 338, 339, 341, 342 and 344; and

4.1.8 All other notices and demands to which the Guarantor might otherwise be entitled.

4.2 **The Guarantor further waives the right to a jury trial in any action hereunder** and rights by statute or otherwise to require Lender to institute suit against Borrower or to exhaust its rights and remedies against Borrower, the Guarantor being bound to the payment of each and all Indebtedness of Borrower to Lender whether now existing or hereafter accruing as fully as if such Indebtedness was directly owing to Lender by the Guarantor.

4.3 The Guarantor further waives any defense arising by reason of any disability of Borrower and any defense that other indemnity; guaranty or security was to be obtained.

4.4 Until all of the Indebtedness shall have been paid in full, the Guarantor shall have no right of subrogation, reimbursement or indemnity whatsoever and no right of recourse to or with respect to any assets or property of Borrower or to any collateral for the Indebtedness of Borrower. Nothing shall discharge or satisfy the liability of the Guarantor hereunder except the full performance and payment of the Indebtedness of Borrower with interest.

4.5 If Borrower or the Guarantor should at any time become insolvent or make a general assignment, or if a petition in Bankruptcy or any insolvency or reorganization proceedings shall be filed or commenced by, against, or in respect of Borrower or the Guarantor any and all of the obligations of the Guarantor shall, forthwith become due and payable without notice.

4.6 The Guarantor consents and agrees that Lender shall be under no obligation to marshal any assets in favor of the Guarantor or against or in payment of any or all of the Indebtedness.

5 Right of Set-Off. Lender shall have a lien upon and/or right of set-off to any and all credits and any and all other property of the Guarantor.

6 Reservation of Rights. The Guarantor consents and agrees that, without notice to or by the Guarantor and without affecting or impairing the obligations of the Guarantor hereunder, Lender may compromise or settle, extend the period of duration or the time for the payment or discharge or performance of, or may refuse to enforce or may release all or any parties to any and all of said Indebtedness, or may grant other indulgences to Borrower in respect thereof, or may amend or modify in any manner any documents or agreements relating to such Indebtedness, other than this Guaranty, or may release, surrender, exchange, modify, impair or extend the period of duration or time for the performance, discharge or payment of, any and all deposits and other property securing the Indebtedness or on which Lender at any time may have a lien, or may refuse to enforce its rights, or may make any compromise or settlement or agreement therefore, in respect of any and all of such deposits and property, or with any party to the Indebtedness, or with any other person, firm or corporation whatsoever, or may release, add or substitute any one or more of the endorsers or the guarantors of the Indebtedness whether parties to this instrument or not, or may exchange, enforce, waive or release any security for any guaranty of the Indebtedness. In the event of the occurrence of any of the foregoing, the Guarantor hereby acknowledges that Lender has expressly reserved all rights against the Guarantor, and the Guarantor agrees that its liability hereunder will not be affected or impaired by any failure, neglect or omission of Lender to protect, in any manner, the collection of the Indebtedness or any security given therefore.

7 Payment of Expenses. The Guarantor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under this Guaranty, as well as court costs, collection charges and attorneys' fees and disbursements.

8 Invalid, Fraudulent or Preferential Payments. The Guarantor agrees that to the extent Borrower makes a payment or payments to Lender, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy act, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the obligation or part thereof intended to be satisfied shall be revived and continued in full force and effect as if said payment has not been made.

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enforcement by Lender of whatever remedies it may have against Borrower or others, or the enforcement of any lien or realization upon any security which Lender may at any time possess.

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11.1 As of the date of this Guaranty, the fair saleable value of the Guarantor's assets exceeds its liabilities, and the Guarantor is meeting current liabilities as they mature.

11.2 There are not now pending any material court or administrative proceedings or undischarged judgments against such Guarantor and no federal or state tax liens have been filed or threatened against such Guarantor nor is such Guarantor in default or claimed default under any agreement for borrowed money.

11.3 The Guarantor shall immediately give Lender written notice of any material adverse change in its financial condition, including but not limited to, litigation commenced, tax liens filed, defaults claimed under its indebtedness for borrowed money or bankruptcy proceedings commenced against such Guarantor, by such Guarantor or by any other third party.

11.4 The Guarantor shall, at such reasonable times as Lender requests, furnish its current financial statements to Lender and permit Lender or its representatives to inspect at such Guarantor's offices its financial records and properties and make extracts therefrom in order to evaluate the financial condition of such Guarantor.

11.5 The Guarantor is fully aware of the financial condition of Borrower and Guarantor delivers this Guaranty based solely upon its own independent investigation and in no part upon any representation or statement of Lender with respect thereto.

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obligations of Borrower to Lender or with respect to the execution and delivery of any agreement between Borrower and Lender.

13 Election of Remedies. Lender shall have the right to seek recourse against the Guarantor to the full extent provided for herein and in any other document or instrument evidencing obligations of the Guarantor to Lender, and against Borrower, to the full extent provided for in the Note. No election to proceed in one form of action or proceeding, or against any party, or on any obligation, shall constitute a waiver of Lender's right to proceed in any other form of action or proceeding or against other parties unless Lender has expressly waived such right in writing. Specifically, but without limiting the generality of the foregoing, no action or proceeding by Lender against Borrower under any document or instrument evidencing or securing the Indebtedness of Borrower to Lender shall serve to diminish the liability of the Guarantor except to the extent Lender realized payment by such action or proceeding, notwithstanding the effect of any such action or proceeding upon the Guarantor's right of subrogation against Borrower. By acceptance hereof, Lender and the Guarantor agree that the Guarantor hereby knowingly accepts the full range of risk encompassed within a contract of "Guaranty" which risk includes, but without limitation, the possibility that Borrower will incur additional Indebtedness for which the Guarantor may be liable hereunder after Borrower's financial condition or ability to pay its lawful debts when they fall due has deteriorated.

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15 Miscellaneous.

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15.2 Lender may assign this Guaranty either in whole or in part, together with any of Lender's rights and powers hereunder, and Lender may assign and/or deliver to any such assignee any of such security for payment of the Indebtedness, and, in the event of such assignment, the assignee hereof and of such rights and powers and of such security, if any of such security be so assigned and/or delivered, shall have the same rights and remedies as if originally named herein in Lender's place and Lender shall thereafter be fully discharged from all responsibilities with respect to any such securities so assigned and/or delivered.

15.3 This Guaranty, all acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Oklahoma. As part of the consideration for Lender's granting credit to Borrower, the Guarantor hereby agrees that all actions or proceedings arising directly or indirectly hereunder may, at the option of Lender, be litigated in courts having situs in Cleveland County, Oklahoma, and the Guarantor hereby expressly consents to the jurisdiction of any local, state or federal court located within said state, and consents that any service of process in such action or proceeding

may be made by personal service upon the Guarantor wherever the Guarantor may be then located, or be certified or registered mail directed to the Guarantor at its last known address.

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guaranty as of the day and year first above written.

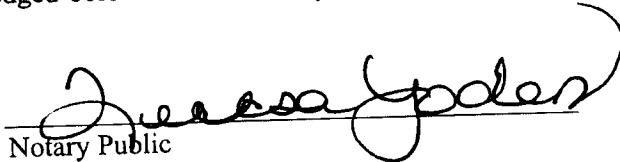
"GUARANTOR"



Michael Owen Sherman

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 5th day of September 2023, by Michael Owen Sherman.


Notary Public

My Commission Expires:



My Commission No.:

18006413