
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

Blaize Holdings, Inc.

(Name of Issuer)

Common Stock, par value \$0.0001 per share

(Title of Class of Securities)

092915107

(CUSIP Number)

Riaz Karamali
Pillsbury Winthrop Shaw Pittman LLP, 2550 Hanover Street
Palo Alto, CA, 94304
(650) 233-4052

Lane M. Bess,
1928 Sunset Harbor Drive,
Miami Beach, FL, 33139
(650) 233-4052

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

01/13/2025

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No. 092915107

Lane Bess

Check the appropriate box if a member of a Group (See Instructions)

2

(a)

(b)

3

SEC use only

Source of funds (See Instructions)

4

OO

Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5

Citizenship or place of organization

6

UNITED STATES

Sole Voting Power

7

185,234.00

Number of
Shares

Shared Voting Power

Beneficially 8

Owned by

9,336,751.00

Each

Sole Dispositive Power

Reporting 9

Person

185,234.00

With:

Shared Dispositive Power

10

9,336,751.00

Aggregate amount beneficially owned by each reporting person

11

9,521,985.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12

Percent of class represented by amount in Row (11)

13

9.4 %

Type of Reporting Person (See Instructions)

14

IN

SCHEDULE 13D

CUSIP No. 092915107

Name of reporting person

1

Bess Ventures and Advisory, LLC

Check the appropriate box if a member of a Group (See Instructions)

2

(a)

(b)

3

SEC use only

Source of funds (See Instructions)

4

OO

Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5

Citizenship or place of organization

6

FLORIDA

Sole Voting Power

7

Number of Shares Beneficially Owned by Each Reporting Person

0.00

Shared Voting Power

8

8,946,783.00

Sole Dispositive Power

9

0.00

With:

Shared Dispositive Power

10

8,946,783.00

Aggregate amount beneficially owned by each reporting person

11

8,946,783.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12

Percent of class represented by amount in Row (11)

13

8.9 %

Type of Reporting Person (See Instructions)

14

OO

Comment for Type of Reporting Person: Limited Liability Company

SCHEDULE 13D

CUSIP No. 092915107

Name of reporting person

1

Destin Huang Irrevocable Trust Dated October 19, 2021

Check the appropriate box if a member of a Group (See Instructions)

2

(a)

(b)

3

SEC use only

Source of funds (See Instructions)

4

OO

Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5

Citizenship or place of organization

6

FLORIDA

Number of Shares Beneficially Owned by Each Reporting Person

7

Sole Voting Power

0.00

Shared Voting Power

8

389,968.00

Sole Dispositive Power

9

0.00

10 Shared Dispositive Power

389,968.00

Aggregate amount beneficially owned by each reporting person

11

389,968.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12



Percent of class represented by amount in Row (11)

13

0.4 %

Type of Reporting Person (See Instructions)

14

OO

Comment for Type of Reporting Person: Trust

SCHEDULE 13D

Item 1. Security and Issuer

Title of Class of Securities:

(a)

Common Stock, par value \$0.0001 per share

Name of Issuer:

(b)

Blaize Holdings, Inc.

Address of Issuer's Principal Executive Offices:

(c)

4659 Golden Foothill Parkway, Suite 206, El Dorado Hills, CALIFORNIA , 95762.

Item 2. Identity and Background

(a) Lane Bess Bess Ventures and Advisory, LLC Destin Huang Irrevocable Trust Dated October 19, 2021

(b) The principal office and business address of Mr. Bess and Bess Ventures is 1928 Sunset Harbor Drive, Miami Beach, FL 33139 The address of the Trust is 255 Alhambra Circle, Ste 333, Coral Gables, FL 33134

(c) Mr. Bess is the managing member and owner of Bess Ventures. Mr. Bess is the Investment Fiduciary of the Trust.

(c) Each of Mr. Bess and Bess Ventures is primarily engaged in the business of investing in securities. The Trust is primarily engaged in the business of trust administration.

(d) During the last five years, none of the Reporting Persons have been convicted in any criminal proceedings (excluding traffic violations or similar misdemeanors) or has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of which such person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(e) During the last five years, none of the Reporting Persons have been convicted in any criminal proceedings (excluding traffic violations or similar misdemeanors) or has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of which such person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) United States

Item 3. Source and Amount of Funds or Other Consideration

All of the shares of the Issuer's Common Stock (the "Common Stock") reported herein as beneficially owned by the Reporting Persons were acquired pursuant to an Agreement and Plan of Merger, dated as of December 22, 2023 (as amended on April 22, 2024, October 24, 2024 and November 21, 2024, the "Business Combination Agreement"), by and among BurTech Acquisition Corp., a Delaware corporation ("BurTech"), BurTech Merger Sub Inc., a Delaware corporation and a direct, wholly owned subsidiary of BurTech, Blaize, Inc., a Delaware corporation ("Blaize"), and for the limited purposes set forth therein, Burkhan Capital LLC, a Delaware limited liability company and affiliate of BurTech. The transactions contemplated by the Business Combination Agreement (the "Business Combination") closed on January 13, 2025 (the "Closing"). Pursuant to the terms of the Business Combination Agreement, immediately prior to the Closing, (i) each share of Blaize Series D-2 Shadow Preferred Stock of Blaize (the "Series D-2 Shadow Preferred Stock") converted to Blaize common stock and (ii) holders of Blaize common stock received approximately 0.78 shares of Common Stock for each share of Blaize common stock held by them at such time, subject to certain limitations. Immediately prior to the Closing on January 13, 2025, (i) Bess Ventures held 4,167,698 shares of Series D-2 Shadow Preferred Stock and 5,500,000 shares of common stock of Blaize and (ii) the Trust held

500,000 shares of common stock of Blaize (collectively, the "Existing Blaize Stock"). Upon the Closing, the Existing Blaize Stock was collectively converted into the right to receive 9,336,751 shares of Common Stock. Immediately prior to the Closing, stock options held by Mr. Bess and exercisable for 237,500 shares of common stock of Blaize at a price of \$0.92 per share were converted into options exercisable within the next 60 days for 185,234 shares of Common Stock at a price of \$1.18 per share. Other than the transaction described above, there have been no transactions effected by the Reporting Persons in the past sixty days with respect to the securities of the Issuer.

Item 4. Purpose of Transaction

The Reporting Persons acquired the securities of the Issuer for investment purposes. Reporting Persons or their affiliates may purchase additional securities or dispose of securities in varying amounts and at varying times depending upon Reporting Persons' continuing assessments of pertinent factors, including the availability of shares of Common Stock or other securities for purchase at particular price levels, the business prospects of the Issuer, other business investment opportunities, economic conditions, stock market conditions, money market conditions, the attitudes and actions of the board of directors (the "Board") and management of the Issuer, the availability and nature of opportunities to dispose of shares of the Issuer and other plans and requirements of the particular entities. The Reporting Persons may discuss items of mutual interest with the Issuer, which could include items in subparagraphs (a) through (j) of Item 4 of Schedule 13D. Depending upon their assessments of the above factors, the Reporting Persons or their affiliates may change their present intentions as stated above and they may assess whether to make suggestions to the management of the Issuer regarding financing, and whether to acquire additional securities of the Issuer, including shares of Common Stock (by means of open market purchases, privately negotiated purchases, or otherwise) or to dispose of some or all of the securities of the Issuer, including shares of Common Stock, under their control. The Reporting Persons or their affiliates may seek to acquire other securities of the Issuer, including other equity, debt, notes or other financial instruments related to the Issuer or the Common Stock (which may include rights or securities exercisable or convertible into securities of the Issuer), and/or sell or otherwise dispose of some or all of such Issuer securities or financial instruments (which may include distributing some or all of such securities to such Reporting Person's respective partners or beneficiaries, as applicable) from time to time, in each case, in open market or private transactions, block sales or otherwise. Any transaction that any of the Reporting Persons or their affiliates may pursue may be made at any time and from time to time without prior notice and will depend on a variety of factors, including, without limitation, the price and availability of the Issuer's securities or other financial instruments, the Reporting Persons' or such affiliates' trading and investment strategies, subsequent developments affecting the Issuer, the Issuer's business and the Issuer's prospects, other investment and business opportunities available to such Reporting Persons and their affiliates, general industry and economic conditions, the securities markets in general, tax considerations and other factors deemed relevant by such Reporting Persons and such affiliates. The Reporting Persons intend to review their investment in the Issuer on an ongoing basis and, in the course of their review, may take actions (including through their affiliates) with respect to their investment or the Issuer, including communicating from time to time with the Board, members of management, other securityholders of the Issuer, or other third parties, advisors, such as legal, financial, regulatory, or other advisors, to assist in the review and evaluation of strategic alternatives. Such discussions and other actions may relate to various alternative courses of action, including, without limitation, those related to an extraordinary corporate transaction (including, but not limited to a merger, reorganization or liquidation) involving the Issuer or any of its subsidiaries; a sale or transfer of a material portion of the assets of the Issuer or any of its subsidiaries or the acquisition of material assets; the formation of joint ventures or other strategic alliances with the Issuer or any of its subsidiaries; changes in the present business, operations, strategy, future plans or prospects of the Issuer, financial or governance matters; changes to the Board or management of the Issuer; changes to the capitalization, ownership structure, dividend policy, business or corporate structure or governance documents of the Issuer; de-listing or de-registration of the Issuer's securities; or any action similar to the foregoing. Such discussions and actions may be exploratory in nature, and not rise to the level of a plan or proposal. Mr. Bess serves as Chairman of the Board and, in such capacity, may have influence over the corporate activities of the Issuer, including activities which may relate to items described in subparagraphs (a) through (j) of Item 4 of Schedule 13D. Except as described in this Schedule 13D, the Reporting Persons do not have any present plans or proposals that relate to or would result in any of the actions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D, although, subject to the agreements described herein, the Reporting Persons, at any time and from time to time, may review, reconsider and change their position and/or change their purpose and/or develop such plans and may seek to influence management of the Issuer or the Board with respect to the business and affairs of the Issuer and may from time to time consider pursuing or proposing such matters with advisors, the Issuer or other persons.

Item 5. Interest in Securities of the Issuer

(a) The information contained in Item 3 of this Schedule 13D is incorporated by reference herein. The responses of the Reporting Persons with respect to Rows 7 through 13 of the respective cover pages of the individual Reporting Persons to this Schedule 13D are incorporated herein by reference. The Reporting Persons' aggregate percentage of beneficial ownership is approximately 9.4% of the outstanding shares of the Common Stock. Calculations of the percentage of the shares of Common Stock beneficially owned is based on 100,950,380 shares of Common Stock outstanding as of Closing. Following the Closing, Mr. Bess expects to receive customary grants of equity for his service as Chairman of the Board of the Issuer, payable in the form of stock options or restricted stock units.

(b) The information contained in Item 3 of this Schedule 13D is incorporated by reference herein. The responses of the Reporting Persons with respect to Rows 7 through 13 of the respective cover pages of the individual Reporting Persons to this Schedule 13D are incorporated herein by reference. The Reporting Persons' aggregate percentage of beneficial ownership is approximately 9.4% of the outstanding shares of the Common Stock. Calculations of the percentage of the shares of Common Stock beneficially owned is based on 100,950,380 shares of Common Stock

outstanding as of Closing. Mr. Bess may be deemed to have beneficial ownership of 9,521,985 shares of Common Stock, which consists of (1) 8,946,783 shares of Common Stock held of record by Bess Ventures, (2) 389,968 shares of Common Stock held of record by the Trust, and (3) 185,234 shares of Common Stock underlying stock options that are currently exercisable. Bess Ventures may be deemed to have beneficial ownership of 8,946,783 shares of Common Stock. The Trust may be deemed to have beneficial ownership of 389,968 shares of Common Stock. Each of the Reporting Persons expressly disclaims beneficial ownership of all of the shares of Common Stock included in this Schedule 13D, other than the shares of Common Stock held of record by such Reporting Person, and the filing of this Schedule 13D shall not be construed as an admission that any such person is, for the purposes of sections 13(d) or 13(g) of the Exchange Act of 1934, as amended, the beneficial owner of any securities covered by this Schedule 13D.

- (c) The information contained in Item 3 of this Schedule 13D is incorporated by reference herein. Lane Bess was involved in the Business Combination as a member of the board of directors of Blaize, which approved the Business Combination and as the manager of Bess Ventures, who owned equity interests in Blaize and voted in support of the Business Combination. Except as set forth in this Schedule 13D, none of the Reporting Persons have engaged in any transaction with respect to the Common Stock during the sixty days prior to the date of filing of this Schedule 13D.
- (d) The information contained in Item 3 of this Schedule 13D is incorporated by reference herein. To the best knowledge of the Reporting Persons, no one other than the Reporting Persons, or the partners, members, affiliates or shareholders of the Reporting Persons, is known to have the right to receive, or the power to direct the receipt of, dividends from, or proceeds from the sale of, the shares of Common Stock reported herein as beneficially owned by the Reporting Persons.
- (e) The information contained in Item 3 of this Schedule 13D is incorporated by reference herein. Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

The information contained in Item 3 of this Schedule 13D is incorporated by reference herein. Registration Rights Agreement Upon the Closing, Mr. Bess and Bess Ventures entered into an Amended and Restated Registration Rights Agreement ("the "Registration Rights Agreement") by and among (i) the Issuer (formerly known as BurTech Acquisition Corp.), (ii) BurTech LP LLC (the "Sponsor"), (iii) certain equityholders of Blaize, including Mr. Bess and Bess Ventures, (iv) EF Hutton, Division of Benchmark Investments, LLC, (v) Burkhan Capital LLC and (vi) affiliates and nominees of Burkhan Capital LLC. Pursuant to the Registration Rights Agreement, the Issuer agreed to register for resale certain shares of the Issuer's Common Stock and other equity securities of the Issuer. Additionally, the Registration Rights Agreement provides for customary "demand" and "piggyback" registration rights for certain stockholders, including Mr. Bess and Bess Ventures. Lock-Up Agreements Upon the Closing, the Issuer entered into lock-up agreements (the "Lock-up Agreements") with Mr. Bess and Bess Ventures, in each case, restricting the transfer of Common Stock and any shares of Issuer Common Stock issuable upon the exercise or settlement, as applicable, of options to purchase the Issuer's Common Stock or RSUs held by it immediately after the effective time of the Business Combination from and after the Closing. The restrictions under the Lock-up Agreements began at the Closing and end on the date that is 180 days after the Closing, or upon the earlier of (x) the last reported sale price of Common Stock reaching \$12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the Closing and (y) the liquidation of the Issuer. Blaize Support Agreement On December 22, 2023, Mr. Bess and Bess Ventures entered into a Stockholder Support Agreement (the "Blaize Support Agreement"), by and among BurTech, Blaize, Mr. Bess and Bess Ventures and certain other equityholders of Blaize (together with Mr. Bess and Bess Ventures, the "Blaize Equityholders"). Under the Blaize Support Agreement, the Blaize Equityholders agreed to vote or cause to be voted or to execute and deliver a written consent with respect to the Blaize equity interests held by the Blaize Equityholders adopting the Business Combination Agreement and approving the Business Combination. The Blaize Support Agreement terminated in connection with the Closing. Promissory Notes Bess Ventures is a party to the promissory note agreement, dated as of January 19, 2024 (the "Bess Promissory Note"), pursuant to which the Sponsor borrowed an aggregate principal amount of \$13,000,000 from Bess Ventures in exchange for 500,000 shares of BurTech Class A Common Stock (such shares due to Bess Ventures, the "Sponsor Stock"). An additional 500,000 shares of Sponsor Stock would be owed to Bess Ventures if there was an event of default under the Bess Promissory Note. Bess Ventures is a party to the promissory note agreement, dated as of January 2, 2025 (the "2025 Bess Promissory Note", and, together with the Bess Promissory Note, the "Bess Notes"), pursuant to which the Sponsor borrowed an additional aggregate principal amount of \$12,000,000 from Bess Ventures in exchange for an additional 500,000 shares of Sponsor Stock. Upon the Closing, the Sponsor Stock was converted into Common Stock. The Sponsor Stock is subject to lock-up restrictions, including those set forth in that certain letter agreement, dated December 10, 2021, by and among BurTech, certain of its officers and directors, the Sponsor and certain other BurTech stockholders party thereto (the "2021 Letter Agreement"). Under the 2021 Letter Agreement, the Sponsor Stock cannot be transferred until the date that is 6 months after the Closing, or upon the earlier of (x) the last reported sale price of Common Stock reaching \$12.00 per share for any 20 trading days within any 30-trading day period commencing at least 150 days after the Closing and (y) the date on which the Issuer completes a liquidation, merger, capital stock exchange, reorganization or other similar transaction that results in all of the Issuer's stockholders having the right to exchange their shares of Common Stock for cash, securities or other property (the foregoing terms, collectively, the "Letter Agreement Lock-Up Terms"). Under the Bess Notes, the Sponsor agreed to use commercially reasonable efforts to seek release of the Sponsor Stock from the Letter Agreement Lock-Up Terms. In the event the Sponsor Stock cannot be released from the Letter Agreement Lock-Up Terms, the Sponsor agreed to transfer the Sponsor Stock to Bess Ventures following the expiration of the Letter Agreement Lock-Up Terms. As of the date hereof, the Sponsor Stock has not been released from the Letter Agreement Lock-Up Terms. The obligations due under the Bess Promissory Note are secured by the Security Agreement, dated as of January 19, 2024 (the "Bess Security Agreement"), pursuant to which the Sponsor has granted a security interest in all of Sponsor's right, title and

interest in and to the personal property and assets, whether now owned or hereafter acquired, set forth in Exhibit A thereto. In addition, Bess Ventures, the Sponsor and Blaize entered into a Letter Agreement, dated as of February 15, 2024 (the "Letter Agreement"), pursuant to which Blaize acknowledged and agreed to the grant of security and the obligations set forth in the Bess Security Agreement and other related loan documents, and further agreed to comply with certain instructions and procedures as set forth therein. In addition, the obligations due under the 2025 Bess Promissory Note are secured by the Security Agreement, dated as of January 2, 2025 (the "2025 Bess Security Agreement"), pursuant to which the Sponsor has granted a security interest in all of Sponsor's right, title and interest in and to the personal property and assets, whether now owned or hereafter acquired, set forth in Exhibit A thereto, including 2,500,000 shares of Common Stock (of which 500,000 are shares of Sponsor Stock). In addition, the obligations under the Bess Notes are guaranteed by Burkhan LLC, an affiliate of the Sponsor, under the Guaranty, Pledge and Repayment Agreement dated as of January 2, 2025 by and between Burkhan LLC and Bess Ventures (the "Guaranty Agreement"). The Sponsor defaulted on the repayment terms in connection with the Bess Promissory Note, the Bess Security Agreement and the Letter Agreement as a result of its failure to make a timely repayment of the outstanding balance that was due on March 31, 2024. On September 16, 2024, Bess Ventures and the Sponsor entered into a Forbearance Agreement (the "Forbearance Agreement"), in connection with which Bess Ventures agreed to forbear from the exercise of its remedies under the Bess Promissory Note, the Bess Security Agreement and the related loan documents until the earlier of (i) January 6, 2025 or (ii) the date that is 45 days following the Closing Date. On January 2, 2025, Bess Ventures and the Sponsor entered into a Second Forbearance Agreement and Omnibus Amendment (the "Second Forbearance Agreement"), pursuant to which Bess Ventures agreed to forbear from the exercise of its remedies under the Bess Promissory Note, the Bess Security Agreement and the related loan documents until February 5, 2025, or earlier upon a forbearance termination event, and added 3,000,000 shares of Common Stock to the collateral underlying the Bess Security Agreement (of which 1,000,000 are shares of Sponsor Stock). As of the date hereof, the beneficial ownership figures set forth in this Schedule 13D do not reflect the Sponsor Stock or any shares of Common Stock pledged for the benefit of Bess Ventures pursuant to the Second Forbearance Agreement or the 2025 Bess Security Agreement. Earnout Pursuant to the Business Combination Agreement, Eligible Company Holders (as defined in the Business Combination Agreement), including Mr. Bess and Bess Ventures, are entitled to up to 15 million shares of Common Stock in the aggregate (the "Earnout Shares") upon the occurrence of certain triggering events linked to the trading price of the Common Stock after the Closing. In the event the triggering events occur, Earnout Shares will be distributed to Eligible Company Holders in proportion to such Eligible Company Holders pro rata share of Blaize common stock immediately prior to the Closing. The information disclosed in this Item 6, including the foregoing descriptions of the Business Combination Agreement, the Bess Promissory Note, the Bess Security Agreement, the Letter Agreement, the Forbearance Agreement, the 2025 Bess Promissory Note, the 2025 Bess Security Agreement, the Guaranty Agreement, the Second Forbearance Agreement, the Blaize Support Agreement, the Lock-Up Agreements and the Registration Rights Agreement and the transactions contemplated thereby, do not purport to be complete and are subject to, and qualified in its entirety by, the full text of such agreements, copies of which are attached hereto as Exhibits 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 and incorporated herein by reference in their entirety.

Item 7. Material to be Filed as Exhibits.

Exhibit 1 Joint Filing Agreement by and among the Reporting Persons. Exhibit 2 Agreement and Plan of Merger, dated as of December 22, 2023, by and among BurTech Acquisition Corp., BurTech Merger Sub Inc., Blaize, Inc. and Burkhan Capital LLC (for the limited purposes set forth therein) (incorporated by reference to Annex A to the Issuer's Registration Statement on Form S-4, as amended (File No. 333-280889)). Exhibit 3 Promissory note agreement, dated as of January 19, 2024, by and between the Sponsor and Bess Ventures. Exhibit 4 Security Agreement entered into as of January 19, 2024, by and among the Sponsor and Bess Ventures. Exhibit 5 Letter Agreement of Blaize dated February 15, 2024, acknowledged, consented and agreed to by the Sponsor and Bess Ventures. Exhibit 6 Forbearance Agreement entered into as of September 16, 2024, by and between the Sponsor and Bess Ventures. Exhibit 7 Promissory note agreement, dated as of January 2, 2025, by and between the Sponsor and Bess Ventures. Exhibit 8 Security Agreement entered into as of January 2, 2025, by and among the Sponsor and Bess Ventures. Exhibit 9 Guaranty, Pledge and Repayment Agreement dated January 2, 2025, by and between Burkhan LLC and Bess Ventures. Exhibit 10 Second Forbearance Agreement and Omnibus Amendment dated January 2, 2025, by and between the Sponsor and Bess Ventures. Exhibit 11 Stockholder Support Agreement by and among BurTech, Blaize, Mr. Bess and Bess Ventures and certain other equityholders of Blaize (incorporated by reference to Annex F to the Issuer's Registration Statement on Form S-4, as amended (File No. 333-280889)) Exhibit 12 Form of Lock-Up Agreement by and among the Issuer and the securityholders named therein (incorporated by reference to Annex I to the Issuer's Registration Statement on Form S-4, as amended (File No. 333-280889)). Exhibit 13 Form of Registration Rights Agreement, by and among the Issuer (formerly known as BurTech Acquisition Corp.), the Sponsor, certain equityholders of Blaize, EF Hutton, Division of Benchmark Investments, LLC, Burkhan Capital LLC and affiliates and nominees of Burkhan Capital LLC (incorporated by reference to Annex H to the Issuer's Registration Statement on Form S-4, as amended (File No. 333-280889)).

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Lane Bess

Signature: /s/ Lane Bess

Name/Title: Lane Bess
Date: 01/20/2025

Bess Ventures and Advisory, LLC

Signature: /s/ Lane Bess
Name/Title: Lane Bess/Owner-Manager
Date: 01/20/2025

Destin Huang Irrevocable Trust Dated October 19, 2021

Signature: /s/ Donald A. Kress
Name/Title: CEO & President
Date: 01/20/2025

JOINT FILING AGREEMENT

This will confirm the agreement by and among the undersigned that the Schedule 13D filed with the Securities and Exchange Commission on or about the date hereof with respect to the beneficial ownership by the undersigned of the Common Stock, par value \$0.0001 per share, of Blaize Holdings, Inc., a Delaware corporation, is being filed and all amendments thereto will be filed, on behalf of each of the persons and entities named below in accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Dated: January 20, 2025

LANE BESS

By: /s/ Lane Bess

BESS VENTURES AND ADVISORY, LLC

By: /s/ Lane Bess

Name: Lane Bess

Title: Owner-Manager

**DESTIN HUANG IRREVOCABLE TRUST DATED
OCTOBER 19, 2021**

By: /s/ Donald A. Kress

Name: Donald A. Kress

Title: CEO & President

[Signature Page to Joint Filing Statement]

BURTECH LP LLC

10% PROMISSORY NOTE DUE MARCH 31, 2024

This promissory note agreement (the “Agreement”) is entered into as of this 19th day of January 2024, by and between Bess Ventures and Advisory, LLC (the “Lender”), with an address at 1928 Sunset Harbour Drive, Miami Beach, FL 33139 and Burtech LP LLC (“Borrower”) located at 1300 Pennsylvania Ave NW, Suite 700, Washington, DC 20004, each, a “Party”, and collectively the “Parties”.

WHEREAS, as of the date hereof the Borrower has invested \$5,500,000 to purchase senior secured convertible notes issued by Blaize, Inc., a Delaware corporation (the “Company”), pursuant to that certain Note Purchase Agreement, dated as of July 3, 2023, by and among the Company and the lenders party thereto from time to time, and as amended by that certain Amendment to Note Purchase Agreement, dated August 1, 2023 (“Blaize NPA”), and the Borrower is raising capital from its investors to invest \$25,000,000 to purchase additional senior secured convertible notes pursuant to the Blaize NPA (the “Blaize Notes”);

WHEREAS, the Borrower owns a certain quantity of shares of Class B common stock, par value \$0.0001 per share (“Sponsor Shares”), of Burtech Acquisition Corp. (NASDAQ:BRKH), a publicly traded special purpose acquisition company (the “SPAC”);

WHEREAS, the SPAC has entered into that certain Agreement and Plan of Merger, by and among, the SPAC, Burtech Merger Sub Inc., the Company and Burkhan Capital LLC, dated as of December 22, 2023 (the “Merger Agreement”); and

WHEREAS, the Lender, an existing shareholder and noteholder of the Company, has agreed to loan \$13,000,000 to the Borrower, as a bridge loan (the “Loan”), in accordance with the wire instructions set forth on Exhibit A, to be used, together with cash on hand, to purchase the Blaize Notes.

NOW, THEREFORE, the Lender hereby agrees to lend to the Borrower and the Borrower hereby agrees to borrow from the Lender the Loan (as defined below) in accordance with the terms and conditions hereof.

Definition of certain terms:

“Loan Documents” means this Agreement, the Security Agreement and all other documents, agreements (including any joinder agreements) and instruments hereafter delivered to the Lender granting, perfecting or reaffirming a security interest on any property of any Person to secure the Obligations of the Borrower arising under any Loan Document.

“Maturity Date” means the date that is the earlier of (a) March 31, 2024 and (b) the first business day following the date upon which the Borrower has received from and after January 1, 2024 aggregate net proceeds from its investors in an amount of \$25,000,000; provided the Maturity Date may be extended pursuant to Section 4.

“Obligations” means the unpaid principal of and interest on (including interest accruing after the maturity of the Loan and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Loan and all other obligations and liabilities (including the obligation to transfer the Advisory Shares) of the Borrower to the Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement or any other Loan Document, whether on account of principal, interest, reimbursement obligations, payment obligations, fees, indemnities, costs or expenses (including all reasonable and documented out-of-pocket fees, charges and disbursements of counsel) to the Lender that are required to be paid by the Borrower pursuant to any Loan Document.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

“Security Agreement” means that certain Security Agreement, dated as of the date hereof, by and between the Borrower and the Lender.

1. Promise to Pay. For value received from the Lender, the Borrower promises to pay to the Lender the unpaid principal amount, plus accrued and unpaid interest, on or before the Maturity Date. Pursuant to the Security Agreement, the Loan and the other Obligations hereunder are secured by the Collateral (as defined in the Security Agreement).

2. Interest Payments. Except as set forth in Section 4 below, interest on the Loan shall accrue from the date hereof until the Loan is paid in full at a rate of 10% per annum. Interest shall be due and payable upon the Maturity Date and, if applicable, as set forth in Section 3. Interest shall be calculated on the basis of a 365-day year for actual days elapsed.

3. Early Repayment of Note Principal. The Borrower shall be entitled to repay the Loan in whole or in part prior to the Maturity Date without any penalties. Any such payment shall include the payment of interest accrued on the portion of the principal being repaid.

4. Extension of the Maturity Date; Default Interest. The Maturity Date may be extended for 2 1-month extensions subject to the mutual written consent of the Parties, which consent may be withheld, conditioned or delayed in such Party’s sole discretion. The interest rate following any such extension shall be increased to 12% per annum. Such extension of the Maturity Date by the mutual consent of the Parties shall not constitute an Event of Default. During the continuance of any Event of Default, the interest rate shall be equal to the interest rate otherwise applicable plus 5.0% (the “Default Rate”). Any overdue interest, fees and other amounts payable by the Borrower hereunder shall bear interest at the Default Rate.

5. Representations. The Borrower hereby represents and warrants:

- a) The Borrower is duly organized and validly existing under the laws of Delaware, with full power and authority to conduct its business as it is currently being conducted and to own its assets.
- b) Neither the execution and delivery of this Agreement by the Borrower, nor the consummation or performance by it of any of the transactions contemplated hereby, will with or without notice or lapse of time, (i) violate any of its organizational documents, (ii) violate any law rule, regulation, order or decree of any governmental authority, court, or arbitrator, or (iii) constitute, create or result in a breach or violation of, default under, loss of benefit or right under or acceleration of performance of any obligation required under any agreement to which the Borrower is a party or by which its assets are bound.

- c) No consent or authorization of, filing with, notice to or other act by or in respect of, any other Person is required in connection with the extensions of credit hereunder or with the execution, delivery, performance, validity or enforceability of this Agreement or any of the Loan Documents. Each Loan Document has been duly executed and delivered on behalf of each Loan Party that is a party thereto.
- d) This Agreement constitutes, and each other Loan Document constitutes, or upon execution will constitute, a legal, valid and binding obligation of the Borrower that is a party thereto, enforceable against the Borrower in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles and principles of good faith and fair dealing (whether enforcement is sought by proceedings in equity or at law).
- e) The Advisory Shares have been duly authorized and, when delivered, will be validly issued, fully paid and nonassessable.
- f) The Borrower is not required to be registered as an "investment company" within the meaning of the Investment Company Act of 1940.

6. Affirmative Covenants. Until the payment in full of the Obligations, the Borrower shall:

- a) (i) maintain its existence and qualify and remain qualified to conduct business as currently conducted; and (ii) maintain all approvals necessary for the Loan Documents to which it is a party and the transactions contemplated therein;
- b) comply in all material respects with all applicable laws, rules, regulations, orders, or decrees of any governmental authority, court, or arbitrator;
- c) notify the Lender of the occurrence of any of the following: (i) once per week, receipt of any proceeds from its investors, where such notification may be provided through email or text message; (ii) within 3 business days, an Event of Default, (iii) within 3 business days, any event of which the Borrower is or becomes aware that, upon the giving of notice or lapse of time, or both, would constitute an Event of Default under any of the Loan Documents (a "Default"), and (iv) promptly, any other development in the business or affairs of the Borrower that has a material adverse effect on Borrower or its business or assets or the ability of the Borrower to perform its obligations under any Loan Document;
- d) (i) within 3 business days, provide to the Lender such additional business, financial, corporate affairs, and other information as the Lender may from time to time reasonably request and (ii) execute and deliver to Lender, upon request, such documents and do such acts and things as Lender may from time to time reasonably request to provide for, perfect, or protect Lender's Lien on the Collateral and otherwise to carry out the purposes, terms, or conditions of the Loan Documents; and
- e) Within 5 business days of the date hereof (or such longer period as the Lender may agree in its sole discretion), deliver a control agreement duly executed by the Borrower, the Lender and the Company, in a form reasonably satisfactory to the Lender, establishing the Lender's "control" over the Notes constituting Collateral for purposes of the UCC.

7. Negative Covenants. Until the payment in full of the Obligations, the Borrower shall not:

- a) create, issue, incur, assume, become liable in respect of (including any guarantee of) or suffer to exist any indebtedness other than the Obligations; provided that, for the avoidance of doubt, indebtedness shall not include trade and other payables (so long as they are not more than 180 days past due), accrued expenses and liabilities arising in the ordinary course of business;
- b) create, incur, assume or suffer to exist any lien, security interest or other encumbrance (“Liens”) upon any of its property, whether now owned or hereafter acquired, other than (i) Liens securing the Obligations, (ii) bankers’ Liens, rights of set off and similar Liens in favor of banks or other depository institutions, (iii) Liens for Taxes not yet delinquent or that are being contested in good faith by appropriate proceedings (provided that adequate reserves with respect thereto are maintained in accordance with GAAP), (iv) possessory Liens arising by operation of law and securing trade and other payables incurred in the ordinary course (so long as they are not more than 45 days past due) or (v) to the extent constituting Liens, any interest or title of a lessor or licensor under any lease, license, sublease or sublicense entered into by the Borrower in the ordinary course of its business and covering only the assets so leased or licensed;
- c) make any advance, loan, capital contribution, deposit or other investment (including the acquisition of any equity interests) in any other Person, other than pursuant to the Note Purchase Agreement;
- d) directly or indirectly: (i) purchase or redeem any of its equity; or (ii) declare or pay or set aside funds for the payment of any distributions, whether in cash or property;
- e) sell, transfer, lease, assign or otherwise dispose of any of the Collateral or waive settlement, release, recover on or surrender any contract, tort or other claims with respect thereto except with the prior written consent of the Lender;
- f) consummate any transaction or series of transactions which would result in a change of control; liquidate or dissolve; sell, transfer, lease, assign or otherwise dispose of all or substantially all of its assets; or
- g) make any material change to the scope or nature of its business as conducted on the date hereof.

8. Advisory fee. In addition to the repayment of Loan and accrued interest, the Borrower shall transfer to and register in the name of the Lender or Lender’s nominees 500,000 Sponsor Shares; provided that if an Event of a Default shall have occurred, the Borrower shall transfer an addition 500,000 Sponsor Shares (such Sponsor Shares, collectively, the “Advisory Shares”). The Lender hereby acknowledges and agrees that the Advisory Shares are subject to transfer restrictions set forth in a lock-up agreement entered into in connection with the initial public offering of the SPAC (the “Lock-up Restrictions”). The Borrower shall use its commercially reasonable efforts to seek release of the Advisory Shares from the Lock-up Restrictions and transfer the Advisory Shares to the Lender upon closing of an initial business combination by the SPAC; provided, however, in the event that the Advisory Shares cannot be released from the Lock-up Restrictions, the Advisor Shares shall be transferred following the expiration of the Lock-up Restrictions. The Borrower shall use its commercially reasonable efforts to include the Lender or Lender’s nominees as a signatory to the Registration Rights Agreement (as defined in the Merger Agreement) or any other similar arrangement entered into in connection with a business combination including the SPAC providing registration rights with respect to the Advisory Shares at least as favorable to those provided to the Borrower and its affiliates with respect to the Sponsor Shares.

9. Events of Default. The occurrence of any one or more of the following events shall constitute an “Event of Default”:

- a) The Borrower shall have failed to pay to Lender any amounts when due, whether at stated payment date, by prepayment, by acceleration, or otherwise; provided that an extension of the Maturity Date in accordance with Section 4 shall not constitute an Event of Default;
- b) The Borrower shall have defaulted or failed to comply with the due observance or performance of any of its obligations (other than the obligations described in clauses (a) above) contained in this Agreement, or in any of the other Loan Documents, as the case may be, and such default remains uncured for fifteen (15) days from the earlier of the date (i) of delivery of written notice thereof from Lender or (ii) that the Borrower has knowledge of such breach;
- c) Any representation or warranty of the Borrower made in this Agreement or any other Loan Document shall be found to have been incorrect, false or misleading in any material respect as of the date it was made;
- d) This Agreement or any other of the Loan Documents (or any component thereof relating to payment obligations, enforcement rights, or other material rights or other material obligations) is or shall have been held, by a court of competent jurisdiction to be invalid, illegal, or unenforceable, and such holding has not been reversed or stayed within a period of thirty (30) days thereafter;
- e) The Borrower shall (a) apply for, consent to, or suffer the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or similar fiduciary of itself or of all or a substantial part of its property, (b) admit in writing its inability, or be generally unable, to pay its debts as they become due or cease operations of its present business, (c) make a general assignment for the benefit of creditors, (d) commence a voluntary case under any state or federal bankruptcy or receivership laws (as now or hereafter in effect), (e) be adjudicated a bankrupt or insolvent (including by entry of any order for relief in any involuntary bankruptcy or insolvency proceeding commenced against it), (f) file a petition seeking to take advantage of any other law providing for the relief of debtors, (g) acquiesce to, or fail to have dismissed, within sixty (60) days, any petition filed against it in any involuntary case under such bankruptcy laws, or (h) take any action for the purpose of effecting any of the foregoing;
- f) The Borrower shall claim in writing to Lender any provision of any Loan Document shall, for any reason, cease to be valid and binding on Borrower, or the Borrower challenges the validity of or its liability under any Loan Document; or
- g) The occurrence of any event or circumstances which has a material adverse effect on the business, assets, operations or financial condition of the Borrower or which impairs the ability of the Borrower to perform its obligations under any Loan Document.

10. Rights and Remedies. When an Event of Default occurs and for so long as such Event of Default is continuing, the Lender may in its discretion do any one or more of the following from time to time: (a) declare any Obligations immediately due and payable, whereupon they shall be due and payable without diligence presentment, demand, protest, or notice of any kind, all of which are hereby waived by the Borrower to the fullest extent permitted by applicable law (but if an Event of Default described in Section 9(e) of this Agreement occurs, all Obligations are automatically and immediately due and payable without any action by Lender) and (b) exercise any other rights and remedies available to Lender under the Loan Documents or at law or equity, including the rights and remedies of a secured party under the UCC (including the right to take possession and dispose of the Collateral pursuant to the terms thereof). At any time during an Event of Default, Lender is authorized, to the fullest extent permitted by applicable law, to set off and apply any and all deposits at any time held and other obligations at any time owing by the Lender to or for the credit of the account of the Borrower against the Obligations, whether or not Lender shall have made any demand under this Agreement or any other Loan Document and although such Obligations may be contingent or unmatured. The rights of the Lender under this Section are in addition to other rights and remedies (including other rights of offset) that Lender may have. To the extent permitted by applicable law, Borrower waives and agrees not to assert any rights or privileges which it may acquire under Section 9-626 of the UCC. Borrower shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations, in full and the fees and disbursements of any attorneys employed by Lender to collect such deficiency.

11. Expenses. The Borrower agrees to pay immediately upon demand (a) all fees (including without limitation, all reasonable and documented legal fees and expenses), costs, and other expenses of the Lender incurred in connection with collection of the Obligations, the maintenance or preservation of the security interest in the Collateral, the sale, disposition, or other realization on the Collateral, or the enforcement of the Lender's rights hereunder or under any other Loan Document, (b) all transfer, stamp, documentary, or other similar taxes, assessments, or charges levied by any governmental authority in respect of this Agreement or any of the other Loan Documents, (c) all costs, expenses, assessments, and other charges incurred in connection with any filing, registration, recording, or perfection of any Lien contemplated by this Agreement or any other Loan Document, and (d) all fees (including without limitation, all reasonable and documented legal fees and expenses), costs, and other expenses of Lender incurred in connection with the prosecution or defense of any action in any way related to this Agreement or any other Loan Document, including without limitation, any action for declaratory relief, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any insolvency proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by the Lender or any other person or entity) relating to Borrower or any other person or entity.

12. Indemnification. THE BORROWER SHALL INDEMNIFY THE LENDER AND EACH AFFILIATE OF LENDER AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, AND AGENTS (THE "INDEMNITEES") FROM, AND HOLD EACH OF THEM HARMLESS AGAINST, ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DAMAGES, PENALTIES, JUDGMENTS, DISBURSEMENTS, COSTS, AND EXPENSES (INCLUDING REASONABLE AND DOCUMENTED ATTORNEYS' FEES) ("DAMAGES") TO WHICH ANY OF THEM MAY BECOME SUBJECT WHICH DIRECTLY OR INDIRECTLY ARISE FROM OR RELATE TO (A) THE NEGOTIATION, EXECUTION, DELIVERY, PERFORMANCE, ADMINISTRATION, OR ENFORCEMENT OF ANY OF THE LOAN DOCUMENTS, (B) ANY OF THE TRANSACTIONS CONTEMPLATED BY THE LOAN DOCUMENTS, (C) ANY BREACH BY BORROWER OF ANY REPRESENTATION, WARRANTY, COVENANT, OR OTHER AGREEMENT CONTAINED IN ANY OF THE LOAN DOCUMENTS, (D) THE PRESENCE, RELEASE, THREATENED RELEASE, DISPOSAL, REMOVAL, OR CLEANUP OF ANY HAZARDOUS MATERIAL LOCATED ON, ABOUT, WITHIN, OR AFFECTING ANY OF THE PROPERTIES OR ASSETS OF BORROWER OR ANY OF ITS SUBSIDIARIES OR ANY OTHER OBLIGATED PARTY, OR (E) ANY INVESTIGATION, LITIGATION, OR OTHER PROCEEDING, INCLUDING, WITHOUT LIMITATION, ANY THREATENED INVESTIGATION, LITIGATION, OR OTHER PROCEEDING, RELATING TO ANY OF THE FOREGOING. WITHOUT LIMITING ANY PROVISION OF THIS AGREEMENT OR OF ANY OTHER LOAN DOCUMENT; PROVIDED THAT SUCH INDEMNITY SHALL NOT, AS TO ANY INDEMNITEE, BE AVAILABLE TO THE EXTENT THAT SUCH DAMAGES (X) ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE, (Y) RESULT FROM A CLAIM BROUGHT BY BORROWER AGAINST AN INDEMNITEE FOR BREACH IN BAD FAITH OF SUCH INDEMNITEE'S FUNDING OBLIGATIONS OF THE PRINCIPAL HEREUNDER OR UNDER ANY OTHER LOAN DOCUMENT, IF BORROWER HAS OBTAINED A FINAL AND NON APPEALABLE JUDGMENT IN ITS FAVOR ON SUCH CLAIM AS DETERMINED BY A COURT OF COMPETENT JURISDICTION OR (Z) DISPUTES BETWEEN AND AMONG INDEMNITEES THAT DO NOT INVOLVE AN ACT OR OMISSION BY THE BORROWER OR ITS AFFILIATES.

13. Notices. All notices under this Agreement must be furnished in writing. The notices may be given by (a) personal delivery, or (b) certified mail, return receipt requested. Notices shall be addressed to the other Party at the address provided hereunder, or, if the notice is to a Lender to whom this Agreement was transferred, the address stated in the notice to the Borrower of such transfer. Either Party shall notify the other of a change of address.

14. Language. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rules of strict construction will be applied against any Party.

15. Assignment. The Borrower may not assign, transfer or delegate all or any portion of this Agreement, without the prior written consent of the Lender. The Lender may transfer all or any part of this Agreement with written notice to the Borrower of the transfer, including the name, address of the transferee and the amount of the Loan transferred. The Borrower may treat the Lender as the owner of this Agreement until it receives written notice of a transfer of all or part of this Agreement to another Lender. The term "Lender" shall mean the original Lender and anyone else to whom this Agreement is transferred.

16. Severability. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which together shall constitute one document. Both Parties agree herein that signatures submitted by facsimile or e-mail shall have the same binding effect as if they were original signatures.

18. Entire Agreement. This Agreement and the other Loan Documents constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements or undertakings, whether written or oral, between the Parties with respect to the subject matter hereof. This Agreement may not be amended or modified except by an instrument in writing signed by each of the Parties.

18. Governing law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of New York, without giving effect to the principles of conflicts of laws which would give rise to the application of the domestic substantive law of any other jurisdiction. Each Party hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the federal and state courts sitting in New York, New York for any action, suit or proceeding arising out of or related hereto. Each Party hereto further hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of or relating to this Agreement in such courts, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in any inconvenient forum. Each Party hereby knowingly, voluntarily and intentionally waives any right (to the fullest extent permitted by applicable law) to a trial by jury of any dispute arising out of, under or relating to, this Agreement and agrees that any such dispute shall be tried before a judge sitting without a jury.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first written above.

Date: January 19, 2024

BORROWER

BURTECH LP LLC

Signature: /s/ Shahal Khan

Name: Shahal Khan

Title: Managing Member

LENDER

BESS VENTURES AND ADVISORY, LLC

Signature: /s/ Lane Bess

Name: Lane Bess

Title: Owner-Manager

EXHIBIT A WIRING INSTRUCTIONS

BANK: ****

ACCOUNT TITLE: ****

ACCOUNT NUMBER: ****

ABA No: ****

SWIFT: ****

SECURITY AGREEMENT

This Security Agreement is made as of January 19, 2024 (this "Agreement") by and among Burtech LP LLC, a Delaware limited liability company ("Debtor"), and Bess Ventures and Advisory, LLC (the "Secured Party").

Debtor and the Secured Party hereby agree as follows:

I. CERTAIN DEFINITIONS. Except as otherwise provided in this Agreement, capitalized terms used herein shall have the meanings set forth in the Promissory Note Agreement, dated as of the date hereof, by and between Debtor and the Secured Party (the "Loan Agreement").

II. SECURITY AGREEMENT.

A. Grant. Debtor, for valuable consideration, the receipt of which is acknowledged, hereby grants to the Secured Party a continuing security interest in and Lien on all of the property described on Exhibit A attached hereto (the "Collateral") now owned or at any time hereafter acquired by Debtor or in which Debtor now has or at any time in the future may acquire any right, title or interest.

B. Debtor Remains Liable. Anything herein to the contrary notwithstanding, (i) Debtor shall remain liable under any contracts, agreements and other documents included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by the Secured Party of any of the rights hereunder shall not release Debtor from any of its duties or obligations under such contracts, agreements and other documents included in the Collateral, and (iii) the Secured Party shall not have any obligation or liability under any contracts, agreements and other documents included in the Collateral by reason of this Agreement, nor shall the Secured Party be obligated to perform any of the obligations or duties of Debtor thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Collateral hereunder.

C. Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until payment and performance in full of all of the Obligations (other than inchoate indemnity obligations).

III. OBLIGATIONS SECURED. The security interest granted hereby secures the full and timely payment of all Obligations of Debtor.

IV. DEBTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Debtor hereby represents, warrants and covenants to the Secured Party that:

A. Debtor's principal place of business is 1300 Pennsylvania Ave NW, Suite 700, Washington, DC 20004, and Debtor keeps its records concerning accounts, contract rights and other property at that location. Other than with respect to information disclosed to the Secured Party as of the hereof, Debtor will notify the Secured Party promptly following the establishment of any new place of business where any of the Collateral is kept, except if moved in the ordinary course of business. Debtor is a limited liability company organized under the laws of the State of Delaware. Debtor will notify the Secured Party promptly following a change to either its form or jurisdiction of organization.

B. Debtor will at all times keep in a manner reasonably satisfactory to the Secured Party accurate and complete records of the Collateral and shall do and perform all reasonable acts that may be necessary and appropriate to maintain, preserve and protect the Collateral. Debtor shall not amend, waive, consent or otherwise modify the terms of any agreement, right or obligation incorporated in the Collateral without the prior written consent of the Secured Party.

C. Debtor shall not use the Collateral in violation of any applicable statute, ordinance, law or regulation or in violation of any insurance policy maintained by Debtor with respect to the Collateral, in each case to the extent such violation would reasonably be likely to result in a material adverse effect on Debtor.

D. Debtor shall reasonably defend any action, suit or proceeding which may affect to a material extent its title to, right or interest in or the Secured Party's security interests in the Collateral and shall defend against the claims and demands of all Persons whomsoever in the Collateral. Debtor shall not do anything to impair in any material respect the rights of the Secured Party in the Collateral.

E. Other than financing statements, security agreements, chattel mortgages, assignments, fixture filings and other agreements or instruments executed, delivered, filed or recorded for the purpose of granting or perfecting any Lien (collectively, "Financing Statements") in favor of the Secured Party, no effective Financing Statement naming Debtor as debtor, assignor, grantor, mortgagor, pledgor or the like and covering all or any part of the Collateral is on file in any filing or recording office in any jurisdiction.

F. Debtor will (i) notify the Secured Party of any material claim made or asserted against the Collateral by any Person or other event that could materially adversely affect the value of the Collateral or the Secured Party's Lien thereon; (ii) furnish to the Secured Party such statements and schedules further identifying and describing the Collateral and such other reports and other information in connection with the Collateral as the Secured Party may reasonably request, all in reasonable detail; and (iii) upon the reasonable request of the Secured Party make such demands and requests for information and reports as Debtor is entitled to make in respect of the Collateral.

G. Debtor agrees with regard to the Collateral, unless the Secured Party agrees otherwise in writing: (i) that, following the occurrence of an Event of Default that continues, the Secured Party are authorized to notify any account debtors, any buyers of the Collateral, or any other persons of the Secured Party' interest in the Collateral; (ii) where applicable, to operate the Collateral in accordance with all material applicable statutes, rules and regulations relating to the use and control of the Collateral, and not to use any Collateral for any unlawful purpose or in any way that would void any insurance required to be carried; (iii) not to remove the Collateral from the Debtor's premises except in the ordinary course of the Debtor's business; (iv) to pay when due all material license fees, registration fees and other charges in connection with any Collateral; (v) [reserved]; (vi) [reserved]; (vii) to permit the Secured Party to inspect the Collateral during normal business hours, upon reasonable advance notice; (viii) to keep, in accordance with generally accepted accounting principles, complete and accurate books and records regarding all the Collateral, and to permit the Secured Party to inspect the same and make copies at any reasonable time; (ix) to receive and use reasonable diligence to collect the Collateral consisting of accounts and other rights to payment and proceeds, and following the occurrence of an Event of Default that continues, to receive and collect the same in trust and as the property of the Secured Party and to immediately endorse as appropriate and deliver such Collateral to the Secured Party daily in the exact form in which they are received together with a collection report in form satisfactory to the Secured Party; (x) not to commingle the Collateral, or collections with respect to the Collateral, with other property; (xi) [reserved]; (xii) [reserved]; (xiii) [reserved]; and (xiv) to keep all the Collateral in good and saleable condition, to deal with the Collateral in accordance with the standards and practices adhered to generally by users and manufacturers of like property, and to keep all the Collateral free and clear of all defenses, rights of offset and counterclaims.

V. FINANCING STATEMENTS. Debtor shall at its cost execute any Financing Statement in respect of any security interest created pursuant to this agreement that may at any time be required or that, in the reasonable opinion of the Secured Party, may at any time be desirable. If any recording or filing thereof (or the filing of any statements of continuation or assignment of any Financing Statement) is required to protect and preserve such Lien, Debtor shall at its cost execute the same at the time and in the manner requested by Secured Party (or any counsel on behalf of the Secured Party). To the fullest extent permitted by applicable law, Debtor hereby authorizes the Secured Party (or any counsel on behalf of the Secured Party) to prepare and file the Financing Statement substantially in the form attached hereto as Exhibit B and any other Financing Statements authorized hereunder without the signature of Debtor.

VI. DEBTOR'S RIGHTS UNTIL DEFAULT. So long as an Event of Default does not exist and subject to any restrictions herein and in any other Loan Document, Debtor shall have the right to possess the Collateral and manage its property.

VII. RIGHTS AND REMEDIES ON EVENT OF DEFAULT.

A. Upon the occurrence and during the continuation of an Event of Default, the Secured Party shall have the right to declare all Obligations to be immediately due and payable and the Secured Party may exercise any and all rights and remedies hereunder or under applicable law (including the UCC); provided, however, if any Event of Default occurs as a consequence of the commencement of a bankruptcy or other insolvency proceeding by or against Debtor, all of the Obligations shall be automatically and immediately due and payable without further action or demand. Without limiting the generality of the foregoing, the Secured Party shall have the right to sell or otherwise dispose of all or any part of the Collateral, either at public or private sale, in lots or in bulk, for cash or for credit, with or without warranties or representations, and upon such terms and conditions, all as the Secured Party, in its sole discretion, may deem advisable, and the Secured Party shall have the right to purchase at any such sale. Debtor agrees that a notice sent at least ten days before the time of any intended public sale or of the time after which any private sale or other disposition of the Collateral is to be made shall be reasonable notice of such sale or other disposition. The proceeds of any such sale, or other Collateral disposition shall be applied: first, to the expenses of retaking, holding, storing, processing and preparing for sale, selling, and the like, and to the Secured Party's reasonable attorneys' fees and legal expenses; second, to the Secured Party in satisfaction of the then unpaid Obligations; and third, to Debtor or as otherwise required by law. If, upon the sale or other disposition of the Collateral, the proceeds thereof are insufficient to pay all amounts to which the Secured Party are legally entitled, Debtor shall be liable for the deficiency, together with interest thereon at the rates set forth in the Loan Agreement, and the reasonable fees of any attorneys the Secured Party employs to collect such deficiency; provided, however, that the foregoing shall not be deemed to require the Secured Party to resort to or initiate proceedings against the Collateral prior to the collection of any such deficiency from Debtor. To the extent permitted by applicable law, Debtor waives all claims, damages and demands against the Secured Party arising out of the retention or sale or lease of the Collateral or other exercise of the Secured Party's rights and remedies with respect thereto. "UCC" means the Uniform Commercial Code, as the same may, from time to time, be enacted and in effect in the State of New York; provided, that, to the extent that the "UCC" is used to define any term herein and such term is defined differently in different Articles or Divisions of the UCC, the definition of such term contained in Article or Division 9 shall govern; provided further, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, or priority of, or remedies with respect to, the Secured Party's Lien on any Collateral is governed by the Uniform Commercial Code in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes on the provisions thereof relating to such attachment, perfection, priority, or remedies and for purposes of definitions relating to such provisions. The rights and remedies with respect to Debtor and the Collateral, whether established hereby or by any other agreements, instruments or documents or by law, shall be cumulative and may be exercised singly or concurrently, and are not exclusive of any other rights or remedies provided under any other agreement, instrument or document to which Debtor is a party or by which it or any of the Collateral is bound or by law or equity.

B. Debtor will upon request promptly execute and deliver all further instruments and documents and take all further action that the Secured Party may reasonably request in order to perfect, protect and maintain the priority of the security interest granted by this Agreement and to enable the Secured Party to exercise and enforce its rights and remedies under this Agreement.

C. Debtor hereby waives (a) the right to require the Secured Party to proceed against any other person or against any other collateral it may hold; (b) presentment, protest and notice of protest, demand and notice of nonpayment, demand of performance, notice of sale, and advertisement of sale, (c) following an Event of Default that is continuing, any right to the benefit of or to direct the application of any of the Collateral until the Obligations (other than inchoate indemnity obligations) shall have been paid in full, and (d) any defenses which may arise by reason of, or be based on, lack of diligence in collection.

D. Any sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all of Debtor's right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the Collateral sold, and shall be a perpetual bar, both at law and in equity, against Debtor, its successors and assigns, and against all Persons claiming the Collateral sold or any part thereof under, by or through Debtor, its successors or assigns.

E. Debtor appoints the Secured Party, and any trustee, authorized agent or designee of the Secured Party, with full power of substitution, as Debtor's true and lawful attorney-in-fact, effective as of the date hereof, with power, upon the Secured Party's election, in its own name or in the name of Debtor, during the continuance of an Event of Default, (i) to endorse any notes, checks, drafts, money orders, or other instruments of payment in respect of the Collateral that may come into the Secured Party's possession, (ii) to sign and endorse any drafts against Debtor, assignments, verifications and notices in connection with accounts, and other documents relating to Collateral; (iii) to pay or discharge taxes or Liens at any time levied or placed on or threatened against the Collateral; (iv) to demand, collect, issue receipt for, compromise, settle and sue for monies due in respect of the Collateral; (v) to notify Persons obligated with respect to the Collateral to make payments directly to the Secured Party; and, (vi) generally, to do, at the Secured Party's option and at Debtor's expense, at any time, or from time to time, all acts and things that the Secured Party deems reasonably necessary to protect, preserve and realize upon the Collateral and the Secured Party's security interest therein to effect the intent of this Agreement, all as fully and effectually as Debtor might or could do; and Debtor hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney grants rights that are coupled with an interest and shall be irrevocable as long as any of the Obligations are outstanding.

F. All of the Secured Party's rights and remedies with respect to the Collateral, whether established hereby or by any other agreements, instruments or documents or by law shall be cumulative and may be exercised singly or concurrently.

VIII. SECURED PARTY' RIGHTS; DEBTOR WAIVERS.

A. The Secured Party's acceptance of partial or delinquent payment from Debtor under the Loan Agreement or hereunder, or the Secured Party's failure to exercise any right hereunder, shall not constitute a waiver of any obligation of Debtor hereunder, or any right of the Secured Party hereunder, and shall not affect in any way the right to require full performance at any time thereafter.

B. Debtor waives, to the fullest extent permitted by law, (i) any right of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshaling of the Collateral or other collateral or security for the Obligations; (ii) any right to require the Secured Party (A) to proceed against any Person, (B) to exhaust any other collateral or security for any of the Obligations, (C) to pursue any remedy in the Secured Party's power, or (D) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with any of the Collateral; and (iii) all claims, damages, and demands against the Secured Party arising out of the repossession, retention, sale or application of the proceeds of any sale of the Collateral.

C. Debtor hereby agrees to indemnify the Secured Party, its principals and agents (the "Indemnified Parties") for, and agrees to protect and hold each of them harmless from and against, any and all liabilities, obligations, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees), causes of action, suits, claims, demands and judgments of any nature or description whatsoever, which may at any time be imposed upon, incurred by or awarded against any Indemnified Party (other than as a result of such Indemnified Party's own gross negligence or willful misconduct) as a result of the grant to the Secured Party of any interest in or to any of the Collateral or in connection with this Agreement and the exercise by the Secured Party of all rights in the Collateral arising under this Agreement.

IX. [RESERVED]

X. TERMINATION; REINSTATEMENT

A. Termination. Upon the payment in full in cash of all Obligations (other than the obligations that are intended to survive the termination of the Loan Agreement, as the case may be), and subject to Section X(B) herein, this Agreement and the security interest and all other rights granted hereby shall automatically terminate and all rights to the Collateral shall revert to Debtor without any further action of the Secured Party. Upon any such termination, the Secured Party shall authorize Debtor to file any UCC-3 or other termination statements to evidence such termination, to release all security interest on the Collateral and to return such Collateral to Debtor. Furthermore, the Secured Party shall, at Debtor's expense and upon its written direction, execute and deliver to Debtor such documents (including UCC-3 termination statements) as Debtor shall reasonably request to evidence such termination, to release all security interest on the Collateral and to return such Collateral to Debtor.

B. Reinstatement. This Agreement and the obligations of Debtor hereunder shall automatically be reinstated if and to the extent that for any reason any payment made pursuant to this Agreement is rescinded or must otherwise be restored or returned, whether as a result of any proceedings in bankruptcy or reorganization or otherwise with respect to Debtor or as a result of any settlement or compromise with any person (including Debtor) in respect of such payment, and Debtor shall pay the Secured Party on demand all of its reasonable costs and expenses (including reasonable fees of counsel) incurred by the Secured Party in connection with such rescission or restoration.

XI. MISCELLANEOUS.

A. Amendment and Waiver. Neither this Agreement nor any part hereof may be changed, waived, or amended except by an instrument in writing signed by the Secured Party and Debtor; and waiver on one occasion shall not operate as a waiver on any other occasion.

B. Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, if not so confirmed, then on the next business day, (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid or (iv) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the respective parties at the addresses shown below such parties signature hereunder (or at such other addresses as shall be specified by notice given in accordance with this Section XI(C)).

C. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of, the successors and assigns of the parties hereto.

D. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

E. Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

F. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

G. Governing Law; Venue; Jury Trial Waiver. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of New York, without giving effect to the principles of conflicts of laws which would give rise to the application of the domestic substantive law of any other jurisdiction. Each party hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the federal and state courts sitting in New York, New York for any action, suit or proceeding arising out of or related hereto. Each party hereto further hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of or relating to this Agreement in such courts, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in any inconvenient forum. Each Party hereby knowingly, voluntarily and intentionally waives any right (to the fullest extent permitted by applicable law) to a trial by jury of any dispute arising out of, under or relating to, this Agreement and agrees that any such dispute shall be tried before a judge sitting without a jury. Notwithstanding the preceding sentence, the Debtor consents to the Secured Party commencing an action or suit in any jurisdiction where any Collateral is located, and the Debtor waives described in the preceding sentence apply to any such action or suit filed by the Secured Party. The provisions of this section are material inducements to the Secured Party' acceptance of this Agreement.

H. Electronic Execution of Certain Other Documents. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation assignments, assumptions, amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Secured Party, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

DEBTOR:

BURTECH LP LLC

By: /s/ Shahal Khan
Name: Shahal Khan
Title: Senior Managing Member

Address:
Burtech LP LLC
1300 Pennsylvania Avenue NW, Suite 700
Washington, DC 20004

Attention: Shahal Khan

SIGNATURE PAGE TO SECURITY AGREEMENT

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

SECURED PARTY:

**BESS VENTURES AND ADVISORY, LLC, a
Florida limited liability company**

By: /s/ Lane Bess

Name: Lane Bess

Title: Owner-Manager

Address: 1928 Sunset Harbour Drive
Miami Beach, FL 33139

Email Address: ****

SIGNATURE PAGE TO SECURITY AGREEMENT

EXHIBIT A

COLLATERAL DESCRIPTION

The Collateral consists of all of Debtor's right, title and interest in and to the following personal property and assets (both tangible and intangible) whether now owned or hereafter acquired, wherever located:

(i) Senior secured convertible notes with an aggregate principal amount up to \$13,000,000 purchased by Debtor (the "Notes") pursuant to that certain Note Purchase Agreement, dated as of July 3, 2023, by and among Blaize, Inc., a Delaware corporation (the "Company"), and the lenders party thereto from time to time as amended, amended and restated, supplemented or modified from time to time (the "NPA"), (ii) any securities issued upon the conversion thereof, (iii) all of Debtor's rights, title and interests under the NPA, the Security Agreement (as defined in the NPA), the IP Security Agreement (as defined in the NPA), and all other financing statements, agreements, instruments and documents granting, perfecting or protecting a security interest in the Company's assets to secure the Notes, in each case, with respect to the Notes (including all rights as a "Lender" under the NPA or Notes or "Secured Party" under the Security Agreement, and including, for the avoidance of doubt, the security interest held by Debtor in certain of the Company's assets pursuant to the Security Agreement) and (iv) all Proceeds of each of the foregoing; and

All Debtor's books and records relating to the foregoing, and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing.

Terms used in this Exhibit A but not defined shall have the meaning given to such terms in the UCC.

EXHIBIT B

FINANCING STATEMENT

February 15, 2024

Bess Ventures and Advisory, LLC
1928 Sunset Harbour Drive
Miami Beach, FL 33139

Ladies and Gentlemen:

Reference is made to the Security Agreement dated as of January 19, 2024 (the “**Security Agreement**”) between Burtech LP LLC, as Debtor (the “**Debtor**”), and Bess Ventures and Advisory, LLC, as the Secured Party. Capitalized terms used but not defined herein have the meanings provided in the Security Agreement.

In connection with the pledge of the Collateral to the Secured Party by the Debtor, Blaize, Inc., a Delaware corporation (the “undersigned”) hereby represents, warrants and agrees as follows:

(i) The undersigned hereby consents to the transactions contemplated in the Loan Documents, including the grant of security in the Notes, the NPA, the Security Agreement (as defined in the NPA) and the other Collateral, and agrees that the grant of security interest and other rights in the Security Agreement are not dispositions subject to Section 5.2 of the Note Purchase Agreement or any other related provision of the agreements contained in the Collateral;

(ii) In accordance with the Debtor’s instructions, the undersigned has registered on its books and records the Secured Party’s security interest in the Notes; no other lien on such Notes is registered on the books and records of the undersigned. Upon receiving a notification duly executed by the Secured Party that the Collateral has been released, the undersigned shall promptly cancel on its books and records the Secured Party’s security interest in the Notes and provide to the Debtor a confirmation thereof;

(iii) The undersigned acknowledges and agrees that until the Obligations (other than inchoate indemnity obligations) are paid in full, the Debtor is prohibited from transferring, assigning or otherwise disposing of the Collateral except with the Secured Party’s prior written consent and further agrees it shall not permit the transfer of the Collateral on the books of the undersigned or otherwise consent to or effect any such transfer without the prior written consent of the Secured Party;

(iv) The undersigned shall deliver directly to the Secured Party at its address set forth in the Security Agreement, any and all instruments and/or certificates evidencing any right, and all securities issued to, or to be received by, the Debtor by virtue of its ownership of the Notes issued by the undersigned or upon exercise by the Debtor of any option, warrant or right attached to such Notes;

(v) After the occurrence of an Event of Default, the undersigned shall pay directly to the Secured Party any and all distributions or other payments (including repayments, repurchases or redemptions) which might be declared and payable (including any unpaid distributions accrued prior to the date hereof) on any of the Notes, any securities issued upon the conversion thereof, or any of the other Collateral issued by the undersigned;

(vi) After the occurrence of an Event of Default, upon the Secured Party's written instructions, the undersigned shall register the transfer of such Notes and other Collateral to the Secured Party or its nominee, as applicable;

(vii) The Lender acknowledges and agrees that the Secured Party is a "Lender" pursuant to the NPA as of the date hereof and hereby waives all requirements set forth in Section 5.2 of the NPA or any other related provision of the agreements contained in the Collateral (including any further requirement to provide notice or the obligation to deliver an opinion of counsel) in connection with any transfer, assignment, sale or other disposition of the Collateral by the Secured Party to itself pursuant to clause (vi) above;

(viii) Other than the restrictions set forth in the NPA or restrictions in respect of state or federal securities laws, there are no restrictions governing its issuance, transfer, ownership or control of the Collateral; and

(ix) The undersigned will comply with the Secured Party's instructions relating to the Notes without the need for further consent from Debtor. Notwithstanding the foregoing, until receipt of notice from the Secured Party to the contrary (a "**Notice of Exclusive Control**"), the undersigned may continue to comply with instructions of the Debtor with respect to the Collateral and Debtor may exercise any voting, consent, waiver or other rights provided under the Collateral, other than to the extent the foregoing would violate or contradict an express provision of this letter agreement or affect the Secured Party's rights in the Collateral in a materially adverse manner. Upon receipt of any Notice of Exclusive Control, the undersigned and Debtor acknowledge and agree that Debtor shall have no further right to give instructions with respect to or exercise any voting, consent, waiver or other rights provided for under the Collateral, and the undersigned agrees it shall not comply with any such instructions or give effect to any such exercise of such rights.

The undersigned agrees that the undersigned will, at the Debtor's expense, promptly execute and deliver all further instruments and documents and take all further action that the Secured Party may reasonably request in order to effect the foregoing and to enable the Secured Party to exercise and enforce its rights under this Agreement.

The Secured Party is hereby authorized, in connection with any sale of the Collateral issued by the undersigned, to deliver or otherwise disclose to any prospective purchaser of such Collateral any other information in the Secured Party's possession relating to the undersigned or such Collateral.

This letter agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York. This choice of law is made pursuant to New York General Obligations Law Section 5-1401.

[Signature Page to Follow]

Very truly yours,

BLAIZE, INC.,
a Delaware corporation

By: /s/ Harminder Sehmi

Name: Harminder Sehmi

Title: CFO

ACKNOWLEDGED, CONSENTED AND AGREED TO:

BESS VENTURES AND ADVISORY, LLC,
a Florida limited liability company

By: /s/ Lane Bess

Name: Lane Bess

Title: lane Bess

BURTECH LP LLC,
a Delaware limited liability company

By: /s/ Shahal Khan

Name: Shahal Khan

Title: Ceo

FORBEARANCE AGREEMENT

This FORBEARANCE AGREEMENT (this "Agreement") is made and entered into as of September 13, 2024 (the "Effective Date"), by BESS VENTURES AND ADVISORY, LLC ("Lender"), and BURTECH LP LLC ("Borrower"), with reference to the following:

RECITALS

A. Lender, previously extended to Borrower a loan in the amount of \$13,000,000.00 (the "Loan"), pursuant to that certain 10% Promissory Note Due March 31, 2024, dated as of January 19, 2024 (the "Loan Agreement"), by and between Borrower and the Lender. Capitalized terms used but not defined herein have the meanings provided in the Loan Agreement.

B. To secure the obligations evidenced by the Loan Agreement, Borrower has also entered into (i) that certain Security Agreement, dated as of January 19, 2024, by and among Borrower and the Lender (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time), and (ii) that certain letter agreement, dated as of February 15, 2024, by and among Borrower, Blaize, Inc. ("Blaize") and Lender (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time).

C. The Borrower acknowledges and agrees that the Loan Documents are valid and enforceable in accordance with their respective terms. The Borrower acknowledges and agrees that there are no defenses to the Borrower's obligations under the Loan Documents, that the following amounts are outstanding and unpaid and that such amounts are due and payable in full without offset or deduction: Fourteen Million One Hundred Thirty-Eight Thousand Nine Hundred Ninety and 28/100th Dollars (\$14,138,990.28).¹

D. On April 1, 2024, the Lender issued a Notice of Default to Borrower, relating to Borrower's failure to pay the principal and accrued and unpaid interest on the Loan on March 31, 2024 in accordance with Section 1 of the Loan Agreement (the "Payment Default"). On June 28, 2024, the Lender issued a Notice of Acceleration to Borrower declaring the Obligations owed under the Loan Agreement to be immediately due and payable in full.

E. Borrower has requested that the Lender forbear with respect to the Payment Default and refrain from enforcing Lender's rights under the Loan Agreement.

F. Lender is willing to agree to the foregoing requests, subject to the terms and conditions of this Agreement.

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

¹ As of 9/9/24, per diem = ~\$5,447.85

AGREEMENT

1. **Recitals.** The foregoing Recitals are incorporated herein by this reference as are any and all other exhibits and schedules. The parties agree that the information recited above is true and correct. Except as specified herein, all terms and conditions of the Loan Documents, and each of them, shall remain in full force and effect. In the event of any conflict or inconsistency between the terms, conditions and provisions of this Agreement, and the Loan Documents, the terms, conditions, and provisions of this Agreement shall prevail.

2. **Acknowledgment.** The Borrower acknowledges as follows:

a. The amounts shown as due and owing in the Recitals above on the Loan Documents in respect to the Obligations are valid and enforceable in accordance with their respective terms. The Borrower acknowledges and agrees that there are no defenses to the Borrower's Obligations under the Loan Documents, that the aforesaid amounts are outstanding and unpaid and that such amounts are due and payable in full without offset or deduction.

b. In consideration of the financial accommodations set forth herein, the Borrower specifically, expressly and forever waives and relinquishes (i) any and all offsets or defenses to the total indebtedness of the Borrower to Lender under the Loan Documents, (ii) any and all claims against Lender, and (iii) any and all rights or theories on which to invoke or obtain legal or equitable relief, whether injunctive relief or otherwise, in order to abate, postpone or terminate enforcement by the Lender and/or Lender of repayment of the Obligations of the Borrower under the Loan Documents.

c. THIS AGREEMENT IS BEING EXECUTED BY LENDER TO ACCOMMODATE THE REQUEST OF BORROWER, AND BORROWER UNDERSTANDS AND AGREES THAT LENDER HAS NO OBLIGATION TO GRANT FURTHER FORBEARANCES IN THE FUTURE, NOR TO EXTEND THE MATURITY DATE.

3. **Reaffirmation.** Borrower confirms, acknowledges, and stipulates that all terms, conditions, and provisions of the Loan Documents are valid and enforceable obligations (subject only to applicable bankruptcy, insolvency and similar laws affecting rights of creditors generally, and subject as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law)), continue in full force and effect and remain unaffected and unchanged, except as otherwise expressly set forth in this Agreement. This Agreement is not intended to be, and shall not be construed to constitute, a novation of any or all of the Loan Documents, nor is it intended to create or constitute a modification of the Loan or the Loan Documents (except as otherwise expressly set forth herein) or a release or relinquishment of, and shall not affect in any way, the liens, security interests and rights thereunder, all of which are hereby ratified, confirmed, renewed, and extended by Borrower in all respects. Borrower reaffirms to Lender each of the representations, warranties, covenants, and agreements of Borrower set forth in the Loan Documents, with the same force and effect as if each were separately stated herein and made as of the date hereof and the Effective Date (subject to any changes permitted by the terms of the Loan Documents), other than representations, warranties, covenants, and agreements that relate to matters which by their nature can no longer be true and correct as a result of the passage of time. Except as may specifically be modified by this Agreement: (i) Borrower agrees to comply with all terms and provisions of the Loan Documents to which it is a party; and (ii) the provisions of the other Loan Documents shall remain unmodified and in full force and effect except as set forth herein.

4. **Payment of All Fees and Expenses.** Borrower confirms that all fees and expenses of counsel for Lender are Obligations owed under the Loan Documents, and that all such fees and expenses will be paid in full in the ordinary course; provided, that unless a Forbearance Termination Event occurs, such expenses of Lender's counsel shall be capped at \$20,000 (Twenty thousand US Dollars). The Borrower confirms that any failure to comply with the obligations set out in this paragraph shall be events of default under the Loan Documents entitling the Lender to declare an Event of Default and pursue all remedies available under the Loan Documents without further notice.

5. **Terms of Forbearance.** Subject to, conditioned upon and effective as of the Effective Date, during the Forbearance Period (as defined below), the Lender shall forbear from exercising its rights and remedies under the Loan Agreement and the other Loan Documents, but only to the extent that such rights and remedies arise exclusively as a result of the occurrence, existence, or continuation of the Payment Default.

a. The period from the Effective Date to the date that a Forbearance Termination Event (defined below) occurs shall be referred to as the "Forbearance Period." Upon the occurrence of any of the following events, the occurrence of such events being referred to herein as a "Forbearance Termination Event," the Lender's and Lender's obligation to forbear as specified in the preceding paragraph shall be terminated without further notice to the Borrower:

i. Any default under, violation of, or breach of, this Agreement (including, without limitation, that Borrower fails to fully and timely pay or cause to be paid any payment to Lender provided for in this Agreement when the same shall become due);

ii. Any Default or Event of Default of the Loan Documents, other than the Payment Default;

iii. Any representation, warranty, certification, or statement of fact made or deemed made by or on behalf of the Borrower or any document delivered in connection herewith is incorrect or misleading in any material respect when made or deemed made;

iv. Borrower initiates any judicial, administrative or arbitration proceeding against Lender; or

v. the earlier of (x) the date that is forty-five (45) days following the consummation of the SPAC Transaction (as defined in the Blaize's Restated Certificate of Incorporation effective as of the date hereof) (the "SPAC Closing") and (y) January 6, 2025.

b. Borrower agrees to notify Lender immediately following the occurrence of any Forbearance Termination Event, the SPAC Closing, or any event or circumstance that, with the giving of notice or the passage of time or both, would constitute a default under this Agreement or an Event of Default under the Loan Documents.

c. The Obligations shall continue to bear interest until paid in full at the Default Rate.

d. Immediately upon the occurrence of any Forbearance Termination Event, the obligation of Lender to forbear will terminate without notice or further action. Thereupon, Lender shall have the full right and power immediately and unconditionally to exercise all rights and remedies available to the Lender under or in connection with the Obligations, the Loan Agreement, or the Loan Documents. Lender expressly reserves the right to, without notice, exercise all remedies under the Loan Agreement or the other Loan Documents, or otherwise available to Lender at law or in equity, (i) immediately on and after the Forbearance Termination Date in respect of any Event of Default then existing or (ii) upon the occurrence and continuation of any Event of Default (other than the Payment Default) during the Forbearance Period. This reservation of rights is not intended and shall not be construed as exclusive.

e. Nothing herein or contemplated hereby is a waiver of the Payment Default or any other Default or Event of Default under the Loan Agreement or the other Loan Documents.

6. **Representations and Warranties**. The Borrower represents and warrants to Lender as follows:

a. This Agreement and the Loan Documents constitute legal, valid, and binding obligations of the Borrower to Lender;

b. The execution and delivery by the Borrower of this Agreement and the performance by the Borrower of all of their respective obligations hereunder have been duly authorized by all necessary action and do not and will not:

i. Require any consent or approval not heretofore obtained of any other person holding any interest or entitled to receive any interest issued or to be issued by the Borrower or otherwise;

ii. Result in or require the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest, claim, charge, right of others or any encumbrance of any nature (other than under this Agreement or the Loan Documents) upon or with respect to any property now owned or leased or hereafter acquired by the Borrower;

iii. Violate any provision of any laws, or of any order, writ, judgment, injunction, decree, determination or award; or

iv. Result in a breach of or constitute a default under, cause or permit the acceleration of, any obligation owed under, or require any consent under any indenture or loan or Loan Agreement or any other agreement, lease or instrument to which the Borrower is a party or by which any of its property is bound or affected.

c. Each officer, agent or other representative executing this Agreement on behalf of any of the Borrower has the full right and authority to fully commit and bind it to this Agreement.

d. There are no actions, suits, or proceedings pending or, to the knowledge of the Borrower threatened against or affecting the Borrower, in relation to its obligations to the Lender, or involving the validity or enforceability of this Agreement, the Loan Documents, the ability of Borrower to perform its obligations to the Lender under the Loan Documents, or the priority of any liens thereof, at law or in equity, or before or by any governmental entity;

e. This Agreement and the releases contained herein are intended to be final and binding among the parties hereto, and the Lender may expressly rely on the finality of this Agreement as a substantial, material factor inducing that party's execution of this Agreement;

f. No event has occurred or is continuing that constitutes a default of this Agreement, or a further Default under the Loan Documents that would constitute an Event of Default but for the requirement that notice be given or time elapse, or both;

g. The Lender's and Lender's security interests in all the collateral for the obligations evidenced by the Lender Loan Documents are valid, perfected and are not subject to avoidance, elimination, or reduction in any manner whatsoever;

h. The Borrower has received, or has had the opportunity to receive, independent legal advice from attorneys of its choice with respect to the advisability of executing this Agreement and prior to the execution of this Agreement by the Borrower, its attorneys reviewed this Agreement and discussed this Agreement with them and have made all desired changes;

i. Except as expressly stated in this Agreement, neither the Lender nor any other person or entity has made any statement or representation to the Borrower regarding facts relied upon by any of them;

j. The Borrower do not rely upon any statement, representation or promise of the Lender or any other person or entity in executing this Agreement except as expressly stated in this Agreement;

k. The terms of this Agreement are contractual and not a mere recital;

l. This Agreement has been carefully read by, the contents hereof are known and understood by, and it is signed freely by the Borrower;
and

The representations, warranties and agreements set forth herein shall be cumulative and in addition to any and all other representations, warranties and agreements which the give or cause to be given to the Lender, either now or hereafter.

7. **No Joint Venture, Management and Control**. Notwithstanding any provision of this Agreement or the Loan Documents, by entering into this Agreement:

a. Lender is not and shall not be construed to be a partner, joint venture, alter ego, manager, controlling person or other business associate or participant of any kind of the Borrower or any other person;

b. Lender shall not be deemed responsible to perform or participate in any acts, omissions, or decisions of the Borrower; and

c. The Borrower does not have any claims, causes of action or defenses to their obligations to Lender based on any allegations of management or control exercised by the Lender. The Borrower and Lender, and each of them, acknowledge and agree that the Lender do not manage or control them in any way.

8. **Release of Lender**.

a. Except for the obligations of Lender under this Agreement, the Borrower (referred to herein as “Releasor”), for themselves, and Releasor’s successors, assigns, heirs and affiliates, and each of them, shall and do hereby forever relieve, release and discharge Lender, and their successors, assigns, past and present attorneys, accountants, representatives, affiliates, parents, partners, officers, directors, employees and stockholders, jointly and severally, from any and all claims, debts, liabilities, demands, obligations, promises, acts, agreements, costs and expenses (including, but not limited to, attorneys’ fees), damages, injuries, actions and causes of actions, of whatever kind or nature, whether legal or equitable, known or unknown, suspected or unsuspected, contingent or fixed, including, without limitation, those based upon, arising out of, appertaining to, or in connection with the matters of fact alleged or set forth in this Agreement, the Loan Documents or the lending relationship between Lender on the one hand, and the Borrower, on the other hand, and any and all real and personal property collateral, jointly and severally.

b. Releasor acknowledges that it is aware that it may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which it now knows or believes to be true. Nevertheless, it is the intention of Releasor, through this Agreement, to fully, finally and forever release all such matters, and all claims relative thereto, which now exist, may exist, or heretofore have existed. In furtherance of such intention, the releases herein given shall be and remain in effect as a full and complete release of such matters notwithstanding the discovery or existence of any such additional or different claims or facts relative thereto, and Releasor hereby waives any right or claim that might arise as a result of such additional or different claims or facts.

c. In entering into the release provided for in this Agreement, Releasor recognizes that no facts or representations are ever absolutely certain; accordingly, it assumes the risk of any mistake, and if it should subsequently discover that any understanding of the facts or of the law was incorrect, said party shall not be entitled to set aside this release by reason thereof, regardless of any mistake of fact or law.

d. Releasor is the sole and lawful owner of all right, title and interest in and to every claim and other matter which it purports to release herein, and it has not assigned or transferred, or purported to assign or transfer to any person or entity any claims or other matters herein released. Releasor shall and hereby does indemnify, defend and hold Lender harmless from and against any claims, liabilities, actions, causes of action, demands, injuries, damages, costs, and expenses (including, but not limited to, attorneys' fees), based upon or arising in connection with any such prior assignment or transfer, or any such purported assignment or transfer, or any claims or other matters released herein.

9. Miscellaneous.

a. No Novation. This Agreement is not a novation, nor is it to be construed as a release or modification of any of the terms, conditions, warranties, waivers, or rights set forth in the Loan Documents, except as expressly set forth herein.

b. Binding Agreements. This Agreement and the releases contained herein are intended to be final and binding against the Borrower, and Borrower acknowledges that the Lender is expressly relying on the finality of this Agreement as a substantial, material factor inducing the Lender's and Lender's execution of this Agreement.

c. Survival of Warranties. All agreements, representations and warranties made herein shall survive the execution and delivery of this Agreement.

d. Failure or Indulgence Not Waiver; No Waiver. No failure or delay on the part of the Lender in the exercise of any right, power, or privilege hereunder or under the documents or instruments referred to herein shall operate as a waiver thereof, and no single or partial exercise of any such power, right, or privilege shall preclude a further exercise of any right, power, or privilege. Borrower acknowledge and agree that neither the execution nor the delivery of this Agreement shall (a) be deemed to create a course of dealing or otherwise obligate Lender to execute similar amendments under the same or similar circumstances in the future or (b) be deemed to create any implied waiver of any right or remedy of Lender with respect to any term or provision of the Loan Documents.

e. Applicable Law. This Agreement and the Loan Documents and the rights and obligations of the parties hereto and thereto, shall be governed by and construed in accordance with the laws of the State of New York (including N.Y. Gen. Oblig. Law § 5-1401), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York. The provisions of Section 18 of the Loan Agreement are expressly incorporated herein.

f. Assignability. This Agreement shall be binding upon and inure to the benefit of Lender and the Borrower, and their respective successors and assigns, except that the Borrower's rights hereunder are not assignable without the prior written consent of the Lender, which consent Lender may give or withhold in its sole and absolute opinion and judgment.

g. Expenses and Fees.

i. The Borrower shall reimburse the Lender for its reasonable fees, costs, and expenses including, without limitation, attorneys' fees in connection with the negotiation, preparation, and administration of this Agreement and the Loan Documents; provided, that unless a Forbearance Termination Event occurs, such expenses of Lender's counsel shall be capped at \$20,000 (Twenty thousand US Dollars).

ii. In the event that Lender employs attorneys to remedy, prevent, or obtain relief from a breach or default of this Agreement, or any of the Loan Documents, arising out of a breach or default of this Agreement, or any of the Loan Documents, or in connection with or contesting the validity of this Agreement, or any of the Loan Documents, any of the terms, covenants, provisions, and all conditions hereof or thereof, or any of the matters referred to herein or therein or in connection with any bankruptcy or Judicial Action (as hereinafter defined), Lender shall be entitled to be reimbursed for all of its attorneys' fees, whether or not suit is filed and including, without limitation, those incurred in each and every action, suit, or proceeding, including any and all appeals and petitions therefrom and all fees and costs incurred by Lender. As used in this Section, the term "Bankruptcy or Judicial Action" shall mean any voluntary or involuntary case filed by or against the Borrower under the United States Bankruptcy Code, or any voluntary or involuntary petition in composition, readjustment, liquidation, or dissolution, or any state and federal bankruptcy law action filed by or against the Borrower any action where the Borrower is adjudicated as bankrupt or insolvent, any action for dissolution of the Borrower or any action in furtherance of any of the foregoing, or any other action, case, or proceeding that has the effect of staying (or in which a stay is being obtained against) the enforcement by the Lender of its rights and remedies under this Agreement and/or the Loan Documents.

h. Modifications and Amendments. This Agreement may be modified or amended only by written agreement duly executed by the parties to this Agreement.

i. Integration. This Agreement and the Loan Documents constitute a single, integrated written contract expressing the entire agreement of the parties hereto relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any party hereto with respect to the subject matter hereof, except as specifically set forth in this Agreement and the Loan Documents.

j. Severability. If any provision of this Agreement is found to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provisions shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by severance from this Agreement.

k. Acknowledgment of Waiver. The parties represent and warrant that all of the waivers, warranties, and promises set forth in this Agreement are made after an opportunity to consult with legal counsel of their choosing and with an understanding of their significance and consequence and that they are reasonable.

l. Time of Essence. The parties hereto expressly acknowledge and agree that time is of the essence and that all deadlines and time periods provided for under this Agreement are ABSOLUTE AND FINAL.

m. Execution in Counterpart. This Agreement may be executed and delivered in two or more counterparts, each of which, when so executed and delivered, shall be an original, and such counterparts together shall constitute but one and the same instrument and agreement, and this Agreement shall not be binding on any party until all parties have executed it.

n. Conflict. To the extent that any term, provision or condition of any of the Loan Documents conflict with this Agreement, the term, provision or condition of this Agreement shall control.

o. Notices. Any notice required to be given hereunder shall be given at the address or facsimile telephone number as set forth in the applicable Loan Document.

p. Other Relationships. This Agreement only pertains to the Obligations. The parties acknowledge that they may, now or in the future, have other lending or borrowing relationships, none of which are affected by this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have approved and executed this Agreement as of the date and year first written above.

LENDER:

BESS VENTURES AND ADVISORY, LLC

By: /s/ Lane Bess
Name: Lane Bess
Title: Owner-Manager

[Signatures Continue On Following Page.]

[Signature Page to Forbearance Agreement]

BORROWER:

BURTECH LP LLC

By: /s/ Shahal Khan

Name: Shahal Khan

Title: CEO

[End of Signatures.]

[Signature Page to Forbearance Agreement]

BURTECH LP LLC

PROMISSORY NOTE DUE FEBRUARY 20, 2025

This promissory note agreement (the “Agreement”) is entered into as of this 2nd day of January 2025, by and between Bess Ventures and Advisory, LLC (the “Lender”), with an address at 1928 Sunset Harbour Drive, Miami Beach, FL 33139 and Burtech LP LLC (“Borrower”) with notice address at 5601 Arbor Lane, Coral Gables, FL 33156, each, a “Party”, and collectively the “Parties”.

WHEREAS, the Lender, an existing shareholder and noteholder of Blaize, Inc., a Delaware corporation (“Blaize”), has previously made a bridge loan of \$13,000,000 to the Borrower, pursuant to a Promissory Note dated January 19, 2024 (as amended, restated, amended and restated, extended, supplemented or otherwise modified time to time, the “First Loan Agreement”) and Borrower used the proceeds therefrom to purchase certain senior secured convertible notes pursuant to that certain Note Purchase Agreement, dated as of July 3, 2023, by and among the Company and the lenders party thereto from time to time;

WHEREAS, Borrower defaulted under the First Loan Agreement, and Borrower and Lender entered into that certain Forbearance Agreement, dated September 16, 2024, pursuant to which Lender agreed to forbear on the First Loan Agreement on the terms and conditions therein;

WHEREAS, it is a condition of the consummation of the transactions contemplated in that certain Agreement and Plan of Merger, by and among, Burtech Acquisition Corp. (NASDAQ:BRKH), a publicly traded special purpose acquisition company (the “SPAC”), Burtech Merger Sub Inc., the Blaize and Burkhan Capital LLC, dated as of December 22, 2023 (the “Merger Agreement”), that Borrower invest additional funds in Blaize;

WHEREAS, the Lender, has agreed to loan an additional \$12,000,000 to the Borrower, as a bridge loan (the “Loan”), in accordance with the wire instructions set forth on Exhibit A, to be used, together with cash on hand, to make such investment; and

WHEREAS, as consideration for the extension of forbearance with respect to the First Loan Agreement and the extensions of credit hereunder, Burkhan LLC, a Delaware limited liability company and affiliate of Borrower (“Burkhan”), has entered into that certain Guaranty, Pledge and Repayment Agreement (the “Pledge Agreement”) pursuant to which Burkhan has granted security over shares of Class A common stock, par value \$0.0001 per share, of the SPAC (“Sponsor Shares”), to secure the obligations with respect to the First Loan Agreement and the obligations under the Loan Documents (as defined below).

NOW, THEREFORE, the Lender hereby agrees to lend to the Borrower and the Borrower hereby agrees to borrow from the Lender the Loan (as defined below) in accordance with the terms and conditions hereof.

Definition of certain terms:

“Loan Documents” means this Agreement, the Security Agreement, the Pledge Agreement and all other documents, agreements (including any joinder agreements) and instruments hereafter delivered to the Lender granting, perfecting or reaffirming a security interest on any property of any Person to secure the Obligations of the Borrower arising under any Loan Document.

“Maturity Date” means February 20, 2025.

“Obligations” means the unpaid principal of and interest on (including interest accruing after the maturity of the Loan and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Loan and all other obligations and liabilities (including the obligation to transfer the Advisory Shares) owed to the Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement or any other Loan Document, whether on account of principal, interest, reimbursement obligations, payment obligations, fees, indemnities, costs or expenses (including all reasonable and documented out-of-pocket fees, charges and disbursements of counsel) to the Lender that are required to be paid pursuant to any Loan Document.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

“Security Agreement” means that certain Security Agreement, dated as of the date hereof, by and between the Borrower and the Lender.

1. Promise to Pay. For value received from the Lender, the Borrower promises to pay to the Lender the unpaid principal amount on or before the Maturity Date. Pursuant to the Security Agreement and the Pledge Agreement, the Loan and the other Obligations hereunder are secured by the Collateral (as defined in the Security Agreement and the Pledge Agreement).

2. No Interest. Except as set forth in Section 4 below, the Loan shall not accrue interest.

3. Mandatory Early Repayment of Note Principal. The Borrower shall be entitled to repay the Loan in whole or in part prior to the Maturity Date without any penalties. Upon the receipt of proceeds from any sale of Sponsor Shares by Borrower or Burkhan, Borrower shall cause such proceeds to be promptly (and in any event, within two (2) Business Days following the receipt thereof) turned over to Lender to be applied to repay the Obligations.

4. Default Interest. During the continuance of any Event of Default, a fee of \$15,000 per day shall accrue until the Obligations are paid in full.

5. Representations. The Borrower hereby represents and warrants:

- a) The Borrower is duly organized and validly existing under the laws of Delaware, with full power and authority to conduct its business as it is currently being conducted and to own its assets.
- b) Neither the execution and delivery of this Agreement by the Borrower, nor the consummation or performance by it of any of the transactions contemplated hereby, will with or without notice or lapse of time, (i) violate any of its organizational documents, (ii) violate any law rule, regulation, order or decree of any governmental authority, court, or arbitrator, or (iii) constitute, create or result in a breach or violation of, default under, loss of benefit or right under or acceleration of performance of any obligation required under any agreement to which the Borrower is a party or by which its assets are bound.

- c) No consent or authorization of, filing with, notice to or other act by or in respect of, any other Person is required in connection with the extensions of credit hereunder or with the execution, delivery, performance, validity or enforceability of this Agreement or any of the Loan Documents. Each Loan Document has been duly executed and delivered on behalf of each Loan Party that is a party thereto.
- d) This Agreement constitutes, and each other Loan Document constitutes, or upon execution will constitute, a legal, valid and binding obligation of the Borrower that is a party thereto, enforceable against the Borrower in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles and principles of good faith and fair dealing (whether enforcement is sought by proceedings in equity or at law).
- e) The Advisory Shares have been duly authorized and, when delivered, will be validly issued, fully paid and nonassessable.
- f) The Borrower is not required to be registered as an "investment company" within the meaning of the Investment Company Act of 1940.

6. Affirmative Covenants. Until the payment in full of the Obligations, the Borrower shall:

- a) (i) maintain its existence and qualify and remain qualified to conduct business as currently conducted; and (ii) maintain all approvals necessary for the Loan Documents to which it is a party and the transactions contemplated therein;
- b) comply in all material respects with all applicable laws, rules, regulations, orders, or decrees of any governmental authority, court, or arbitrator;
- c) notify the Lender of the occurrence of any of the following: (i) once per week, receipt of any proceeds from the sale of any Sponsor Shares, where such notification may be provided through email or text message; (ii) within 3 business days, an Event of Default, (iii) within 3 business days, any event of which the Borrower is or becomes aware that, upon the giving of notice or lapse of time, or both, would constitute an Event of Default under any of the Loan Documents (a "Default"), and (iv) promptly, any other development in the business or affairs of the Borrower that has a material adverse effect on Borrower or its business or assets or the ability of the Borrower to perform its obligations under any Loan Document;
- d) (i) within 3 business days, provide to the Lender such additional business, financial, corporate affairs, and other information as the Lender may from time to time reasonably request and (ii) execute and deliver to Lender, upon request, such documents and do such acts and things as Lender may from time to time reasonably request to provide for, perfect, or protect Lender's Lien on the Collateral and otherwise to carry out the purposes, terms, or conditions of the Loan Documents; and
- e) (i) within five (5) business days following the Effective Date, deliver an original stock power, executed in blank with respect to the Sponsor Shares constituting Collateral and (ii) use best efforts to deliver, as soon as practicable following the Effective Date, either (x) original stock certificates representing the Sponsor Shares constituting Collateral or (y) a control agreement in a form reasonably satisfactory to Lender executed by any applicable securities intermediary holding the Sponsor Shares constituting Collateral.

7. Negative Covenants. Until the payment in full of the Obligations, the Borrower shall not:

- a) create, issue, incur, assume, become liable in respect of (including any guarantee of) or suffer to exist any indebtedness other than the Obligations or the “Obligations” as defined in the First Loan Agreement (the “First Loan Obligations”); provided that, for the avoidance of doubt, indebtedness shall not include trade and other payables (so long as they are not more than 180 days past due), accrued expenses and liabilities arising in the ordinary course of business;
- b) create, incur, assume or suffer to exist any lien, security interest or other encumbrance (“Liens”) upon any of its property, whether now owned or hereafter acquired, other than (i) Liens securing the Obligations and Liens securing the First Loan Obligations, (ii) bankers’ Liens, rights of set off and similar Liens in favor of banks or other depository institutions, (iii) Liens for Taxes not yet delinquent or that are being contested in good faith by appropriate proceedings (provided that adequate reserves with respect thereto are maintained in accordance with GAAP), (iv) possessory Liens arising by operation of law and securing trade and other payables incurred in the ordinary course (so long as they are not more than 45 days past due) or (v) to the extent constituting Liens, any interest or title of a lessor or licensor under any lease, license, sublease or sublicense entered into by the Borrower in the ordinary course of its business and covering only the assets so leased or licensed;
- c) make any advance, loan, capital contribution, deposit or other investment (including the acquisition of any equity interests) in any other Person, other than pursuant to the Note Purchase Agreement;
- d) directly or indirectly: (i) purchase or redeem any of its equity; or (ii) declare or pay or set aside funds for the payment of any distributions, whether in cash or property;
- e) sell, transfer, lease, assign or otherwise dispose of any of the Collateral or waive settlement, release, recover on or surrender any contract, tort or other claims with respect thereto except with the prior written consent of the Lender;
- f) consummate any transaction or series of transactions which would result in a change of control; liquidate or dissolve; sell, transfer, lease, assign or otherwise dispose of all or substantially all of its assets; or
- g) make any material change to the scope or nature of its business as conducted on the date hereof.

8. Advisory fee. In addition to the repayment of Loan, the Borrower shall transfer to and register in the name of the Lender or Lender’s nominees 500,000 Sponsor Shares (such Sponsor Shares, collectively, the “Advisory Shares”). The Lender hereby acknowledges and agrees that the Advisory Shares are subject to transfer restrictions set forth in a lock-up agreement entered into in connection with the initial public offering of the SPAC (the “Lock-up Restrictions”). The Borrower shall use its commercially reasonable efforts to seek release of the Advisory Shares from the Lock-up Restrictions and transfer the Advisory Shares to the Lender upon closing of an initial business combination by the SPAC; provided, however, in the event that the Advisory Shares cannot be released from the Lock-up Restrictions, the Advisor Shares shall be transferred following the expiration of the Lock-up Restrictions. The Borrower shall use its commercially reasonable efforts to include the Lender or Lender’s nominees as a signatory to the Registration Rights Agreement (as defined in the Merger Agreement) or any other similar arrangement entered into in connection with a business combination including the SPAC providing registration rights with respect to the Advisory Shares at least as favorable to those provided to the Borrower and its affiliates with respect to the Sponsor Shares.

9. Events of Default. The occurrence of any one or more of the following events shall constitute an “Event of Default”:

- a) The Borrower shall have failed to pay to Lender any amounts when due, whether at stated payment date, by prepayment, by acceleration, or otherwise;
- b) The Borrower shall have defaulted or failed to comply with the due observance or performance of any of its obligations (other than the obligations described in clauses (a) above) contained in this Agreement, or in any of the other Loan Documents, as the case may be, and such default remains uncured for fifteen (15) days from the earlier of the date (i) of delivery of written notice thereof from Lender or (ii) that the Borrower has knowledge of such breach;
- c) Any representation or warranty of the Borrower made in this Agreement or any other Loan Document shall be found to have been incorrect, false or misleading in any material respect as of the date it was made;
- d) This Agreement or any other of the Loan Documents (or any component thereof relating to payment obligations, enforcement rights, or other material rights or other material obligations) is or shall have been held, by a court of competent jurisdiction to be invalid, illegal, or unenforceable, and such holding has not been reversed or stayed within a period of thirty (30) days thereafter;
- e) The Borrower shall (a) apply for, consent to, or suffer the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or similar fiduciary of itself or of all or a substantial part of its property, (b) admit in writing its inability, or be generally unable, to pay its debts as they become due or cease operations of its present business, (c) make a general assignment for the benefit of creditors, (d) commence a voluntary case under any state or federal bankruptcy or receivership laws (as now or hereafter in effect), (e) be adjudicated a bankrupt or insolvent (including by entry of any order for relief in any involuntary bankruptcy or insolvency proceeding commenced against it), (f) file a petition seeking to take advantage of any other law providing for the relief of debtors, (g) acquiesce to, or fail to have dismissed, within sixty (60) days, any petition filed against it in any involuntary case under such bankruptcy laws, or (h) take any action for the purpose of effecting any of the foregoing;
- f) The Borrower shall claim in writing to Lender any provision of any Loan Document shall, for any reason, cease to be valid and binding on Borrower, or the Borrower challenges the validity of or its liability under any Loan Document; or
- g) The occurrence of any event or circumstances which has a material adverse effect on the business, assets, operations or financial condition of the Borrower or which impairs the ability of the Borrower to perform its obligations under any Loan Document.

10. Rights and Remedies. When an Event of Default occurs and for so long as such Event of Default is continuing, the Lender may in its discretion do any one or more of the following from time to time: (a) declare any Obligations immediately due and payable, whereupon they shall be due and payable without diligence presentment, demand, protest, or notice of any kind, all of which are hereby waived by the Borrower to the fullest extent permitted by applicable law (but if an Event of Default described in Section 9(e) of this Agreement occurs, all Obligations are automatically and immediately due and payable without any action by Lender) and (b) exercise any other rights and remedies available to Lender under the Loan Documents or at law or equity, including the rights and remedies of a secured party under the UCC (including the right to take possession and dispose of the Collateral pursuant to the terms thereof). At any time during an Event of Default, Lender is authorized, to the fullest extent permitted by applicable law, to set off and apply any and all deposits at any time held and other obligations at any time owing by the Lender to or for the credit of the account of the Borrower against the Obligations, whether or not Lender shall have made any demand under this Agreement or any other Loan Document and although such Obligations may be contingent or unmatured. The rights of the Lender under this Section are in addition to other rights and remedies (including other rights of offset) that Lender may have. To the extent permitted by applicable law, Borrower waives and agrees not to assert any rights or privileges which it may acquire under Section 9-626 of the UCC. Borrower shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations, in full and the fees and disbursements of any attorneys employed by Lender to collect such deficiency.

11. Expenses. The Borrower agrees to pay immediately upon demand (a) all fees (including without limitation, all reasonable and documented legal fees and expenses), costs, and other expenses of the Lender incurred in connection with collection of the Obligations, the maintenance or preservation of the security interest in the Collateral, the sale, disposition, or other realization on the Collateral, or the enforcement of the Lender's rights hereunder or under any other Loan Document, (b) all transfer, stamp, documentary, or other similar taxes, assessments, or charges levied by any governmental authority in respect of this Agreement or any of the other Loan Documents, (c) all costs, expenses, assessments, and other charges incurred in connection with any filing, registration, recording, or perfection of any Lien contemplated by this Agreement or any other Loan Document, and (d) all fees (including without limitation, all reasonable and documented legal fees and expenses), costs, and other expenses of Lender incurred in connection with the prosecution or defense of any action in any way related to this Agreement or any other Loan Document, including without limitation, any action for declaratory relief, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any insolvency proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by the Lender or any other person or entity) relating to Borrower or any other person or entity; provided, that unless an Event of Default occurs, such legal fees shall be capped at \$20,000 (Twenty Thousand US Dollars).

12. Indemnification. THE BORROWER SHALL INDEMNIFY THE LENDER AND EACH AFFILIATE OF LENDER AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, AND AGENTS (THE "INDEMNITEES") FROM, AND HOLD EACH OF THEM HARMLESS AGAINST, ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DAMAGES, PENALTIES, JUDGMENTS, DISBURSEMENTS, COSTS, AND EXPENSES (INCLUDING REASONABLE AND DOCUMENTED ATTORNEYS' FEES) ("DAMAGES") TO WHICH ANY OF THEM MAY BECOME SUBJECT WHICH DIRECTLY OR INDIRECTLY ARISE FROM OR RELATE TO (A) THE NEGOTIATION, EXECUTION, DELIVERY, PERFORMANCE, ADMINISTRATION, OR ENFORCEMENT OF ANY OF THE LOAN DOCUMENTS, (B) ANY OF THE TRANSACTIONS CONTEMPLATED BY THE LOAN DOCUMENTS, (C) ANY BREACH BY BORROWER OF ANY REPRESENTATION, WARRANTY, COVENANT, OR OTHER AGREEMENT CONTAINED IN ANY OF THE LOAN DOCUMENTS, (D) THE PRESENCE, RELEASE, THREATENED RELEASE, DISPOSAL, REMOVAL, OR CLEANUP OF ANY HAZARDOUS MATERIAL LOCATED ON, ABOUT, WITHIN, OR AFFECTING ANY OF THE PROPERTIES OR ASSETS OF BORROWER OR ANY OF ITS SUBSIDIARIES OR ANY OTHER OBLIGATED PARTY, OR (E) ANY INVESTIGATION, LITIGATION, OR OTHER PROCEEDING, INCLUDING, WITHOUT LIMITATION, ANY THREATENED INVESTIGATION, LITIGATION, OR OTHER PROCEEDING, RELATING TO ANY OF THE FOREGOING. WITHOUT LIMITING ANY PROVISION OF THIS AGREEMENT OR OF ANY OTHER LOAN DOCUMENT; PROVIDED THAT SUCH INDEMNITY SHALL NOT, AS TO ANY INDEMNITEE, BE AVAILABLE TO THE EXTENT THAT SUCH DAMAGES (X) ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE, (Y) RESULT FROM A CLAIM BROUGHT BY BORROWER AGAINST AN INDEMNITEE FOR BREACH IN BAD FAITH OF SUCH INDEMNITEE'S FUNDING OBLIGATIONS OF THE PRINCIPAL HEREUNDER OR UNDER ANY OTHER LOAN DOCUMENT, IF BORROWER HAS OBTAINED A FINAL AND NON APPEALABLE JUDGMENT IN ITS FAVOR ON SUCH CLAIM AS DETERMINED BY A COURT OF COMPETENT JURISDICTION OR (Z) DISPUTES BETWEEN AND AMONG INDEMNITEES THAT DO NOT INVOLVE AN ACT OR OMISSION BY THE BORROWER OR ITS AFFILIATES.

13. Notices. All notices under this Agreement must be furnished in writing. The notices may be given by (a) personal delivery, (b) certified mail, return receipt requested, or (c) email with acknowledgement of receipt. Notices shall be addressed to the other Party at the address provided hereunder, or, if the notice is to a Lender to whom this Agreement was transferred, the address stated in the notice to the Borrower of such transfer. Either Party shall notify the other of a change of address.

14. Language. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rules of strict construction will be applied against any Party.

15. Assignment. The Borrower may not assign, transfer or delegate all or any portion of this Agreement, without the prior written consent of the Lender. The Lender may transfer all or any part of this Agreement with written notice to the Borrower of the transfer, including the name, address of the transferee and the amount of the Loan transferred. The Borrower may treat the Lender as the owner of this Agreement until it receives written notice of a transfer of all or part of this Agreement to another Lender. The term "Lender" shall mean the original Lender and anyone else to whom this Agreement is transferred.

16. Severability. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which together shall constitute one document. Both Parties agree herein that signatures submitted by facsimile or e-mail shall have the same binding effect as if they were original signatures.

18. Entire Agreement. This Agreement and the other Loan Documents constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements or undertakings, whether written or oral, between the Parties with respect to the subject matter hereof. This Agreement may not be amended or modified except by an instrument in writing signed by each of the Parties.

18. Governing law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of New York, without giving effect to the principles of conflicts of laws which would give rise to the application of the domestic substantive law of any other jurisdiction. Each Party hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the federal and state courts sitting in New York, New York for any action, suit or proceeding arising out of or related hereto. Each Party hereto further hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of or relating to this Agreement in such courts, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in any inconvenient forum. Each Party hereby knowingly, voluntarily and intentionally waives any right (to the fullest extent permitted by applicable law) to a trial by jury of any dispute arising out of, under or relating to, this Agreement and agrees that any such dispute shall be tried before a judge sitting without a jury.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first written above.

Date: January 2, 2025

BORROWER

BURTECH LP LLC

Signature: /s/ Shahal Khan

Name: Shahal Khan

Title: Managing Member

LENDER

BESS VENTURES AND ADVISORY, LLC

Signature: /s/ Lane Bess

Name: Lane Bess

Title: Owner-Manager

EXHIBIT A WIRING INSTRUCTIONS

Bank Name:

Beneficiary Name:

Incoming Wires:

SWIFT: ****

Routing: ****

Account: ****

ACH Payments:

Routing: ****

Account: ****

SECURITY AGREEMENT

This Security Agreement is made as of January 2, 2025 (this "Agreement") by and among Burtech LP LLC, a Delaware limited liability company ("Debtor"), and Bess Ventures and Advisory, LLC (the "Secured Party").

Debtor and the Secured Party hereby agree as follows:

I. CERTAIN DEFINITIONS. Except as otherwise provided in this Agreement, capitalized terms used herein shall have the meanings set forth in the Promissory Note Agreement, dated as of the date hereof, by and between Debtor and the Secured Party (the "Loan Agreement").

II. SECURITY AGREEMENT.

A. Grant. Debtor, for valuable consideration, the receipt of which is acknowledged, hereby grants to the Secured Party a continuing security interest in and Lien on all of the property described on Exhibit A attached hereto (the "Collateral") now owned or at any time hereafter acquired by Debtor or in which Debtor now has or at any time in the future may acquire any right, title or interest.

B. Debtor Remains Liable. Anything herein to the contrary notwithstanding, (i) Debtor shall remain liable under any contracts, agreements and other documents included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by the Secured Party of any of the rights hereunder shall not release Debtor from any of its duties or obligations under such contracts, agreements and other documents included in the Collateral, and (iii) the Secured Party shall not have any obligation or liability under any contracts, agreements and other documents included in the Collateral by reason of this Agreement, nor shall the Secured Party be obligated to perform any of the obligations or duties of Debtor thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Collateral hereunder.

C. Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until payment and performance in full of all of the Obligations (other than inchoate indemnity obligations).

III. OBLIGATIONS SECURED. The security interest granted hereby secures the full and timely payment of all Obligations of Debtor.

IV. DEBTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Debtor hereby represents, warrants and covenants to the Secured Party that:

A. Debtor's principal place of business is 1300 Pennsylvania Ave NW, Suite 700, Washington, DC 20004, and Debtor keeps its records concerning accounts, contract rights and other property at that location. Other than with respect to information disclosed to the Secured Party as of the date hereof, Debtor will notify the Secured Party promptly following the establishment of any new place of business where any of the Collateral is kept, except if moved in the ordinary course of business. Debtor is a limited liability company organized under the laws of the State of Delaware. Debtor will notify the Secured Party promptly following a change to either its form or jurisdiction of organization.

B. Debtor will at all times keep in a manner reasonably satisfactory to the Secured Party accurate and complete records of the Collateral and shall do and perform all reasonable acts that may be necessary and appropriate to maintain, preserve and protect the Collateral. Debtor shall not amend, waive, consent or otherwise modify the terms of any agreement, right or obligation incorporated in the Collateral without the prior written consent of the Secured Party.

C. Debtor shall not use the Collateral in violation of any applicable statute, ordinance, law or regulation or in violation of any insurance policy maintained by Debtor with respect to the Collateral, in each case to the extent such violation would reasonably be likely to result in a material adverse effect on Debtor.

D. Debtor shall reasonably defend any action, suit or proceeding which may affect to a material extent its title to, right or interest in or the Secured Party's security interests in the Collateral and shall defend against the claims and demands of all Persons whomsoever in the Collateral. Debtor shall not do anything to impair in any material respect the rights of the Secured Party in the Collateral.

E. Other than financing statements, security agreements, chattel mortgages, assignments, fixture filings and other agreements or instruments executed, delivered, filed or recorded for the purpose of granting or perfecting any Lien (collectively, "Financing Statements") in favor of the Secured Party, no effective Financing Statement naming Debtor as debtor, assignor, grantor, mortgagor, pledgor or the like and covering all or any part of the Collateral is on file in any filing or recording office in any jurisdiction.

F. Debtor will (i) notify the Secured Party of any material claim made or asserted against the Collateral by any Person or other event that could materially adversely affect the value of the Collateral or the Secured Party's Lien thereon; (ii) furnish to the Secured Party such statements and schedules further identifying and describing the Collateral and such other reports and other information in connection with the Collateral as the Secured Party may reasonably request, all in reasonable detail; and (iii) upon the reasonable request of the Secured Party make such demands and requests for information and reports as Debtor is entitled to make in respect of the Collateral.

G. Debtor agrees with regard to the Collateral, unless the Secured Party agrees otherwise in writing: (i) that, following the occurrence of an Event of Default that continues, the Secured Party are authorized to notify any account debtors, any buyers of the Collateral, or any other persons of the Secured Party's interest in the Collateral; (ii) where applicable, to operate the Collateral in accordance with all material applicable statutes, rules and regulations relating to the use and control of the Collateral, and not to use any Collateral for any unlawful purpose or in any way that would void any insurance required to be carried; (iii) not to remove the Collateral from the Debtor's premises except in the ordinary course of the Debtor's business; (iv) to pay when due all material license fees, registration fees and other charges in connection with any Collateral; (v) [reserved]; (vi) [reserved]; (vii) to permit the Secured Party to inspect the Collateral during normal business hours, upon reasonable advance notice; (viii) to keep, in accordance with generally accepted accounting principles, complete and accurate books and records regarding all the Collateral, and to permit the Secured Party to inspect the same and make copies at any reasonable time; (ix) to receive and use reasonable diligence to collect the Collateral consisting of accounts and other rights to payment and proceeds, and following the occurrence of an Event of Default that continues, to receive and collect the same in trust and as the property of the Secured Party and to immediately endorse as appropriate and deliver such Collateral to the Secured Party daily in the exact form in which they are received together with a collection report in form satisfactory to the Secured Party; (x) not to commingle the Collateral, or collections with respect to the Collateral, with other property; (xi) [reserved]; (xii) [reserved]; (xiii) [reserved]; and (xiv) to keep all the Collateral in good and saleable condition, to deal with the Collateral in accordance with the standards and practices adhered to generally by users and manufacturers of like property, and to keep all the Collateral free and clear of all defenses, rights of offset and counterclaims.

V. FINANCING STATEMENTS. Debtor shall at its cost execute any Financing Statement in respect of any security interest created pursuant to this agreement that may at any time be required or that, in the reasonable opinion of the Secured Party, may at any time be desirable. If any recording or filing thereof (or the filing of any statements of continuation or assignment of any Financing Statement) is required to protect and preserve such Lien, Debtor shall at its cost execute the same at the time and in the manner requested by Secured Party (or any counsel on behalf of the Secured Party). To the fullest extent permitted by applicable law, Debtor hereby authorizes the Secured Party (or any counsel on behalf of the Secured Party) to prepare and file the Financing Statement substantially in the form attached hereto as Exhibit B and any other Financing Statements authorized hereunder without the signature of Debtor.

VI. DEBTOR'S RIGHTS UNTIL DEFAULT. So long as an Event of Default does not exist and subject to any restrictions herein and in any other Loan Document, Debtor shall have the right to possess the Collateral and manage its property.

VII. RIGHTS AND REMEDIES ON EVENT OF DEFAULT.

A. Upon the occurrence and during the continuation of an Event of Default, the Secured Party shall have the right to declare all Obligations to be immediately due and payable and the Secured Party may exercise any and all rights and remedies hereunder or under applicable law (including the UCC); provided, however, if any Event of Default occurs as a consequence of the commencement of a bankruptcy or other insolvency proceeding by or against Debtor, all of the Obligations shall be automatically and immediately due and payable without further action or demand. Without limiting the generality of the foregoing, the Secured Party shall have the right to sell or otherwise dispose of all or any part of the Collateral, either at public or private sale, in lots or in bulk, for cash or for credit, with or without warranties or representations, and upon such terms and conditions, all as the Secured Party, in its sole discretion, may deem advisable, and the Secured Party shall have the right to purchase at any such sale. Debtor agrees that a notice sent at least ten days before the time of any intended public sale or of the time after which any private sale or other disposition of the Collateral is to be made shall be reasonable notice of such sale or other disposition. The proceeds of any such sale, or other Collateral disposition shall be applied: first, to the expenses of retaking, holding, storing, processing and preparing for sale, selling, and the like, and to the Secured Party's reasonable attorneys' fees and legal expenses; second, to the Secured Party in satisfaction of the then unpaid Obligations; and third, to Debtor or as otherwise required by law. If, upon the sale or other disposition of the Collateral, the proceeds thereof are insufficient to pay all amounts to which the Secured Party are legally entitled, Debtor shall be liable for the deficiency, together with interest thereon at the rates set forth in the Loan Agreement, and the reasonable fees of any attorneys the Secured Party employs to collect such deficiency; provided, however, that the foregoing shall not be deemed to require the Secured Party to resort to or initiate proceedings against the Collateral prior to the collection of any such deficiency from Debtor. To the extent permitted by applicable law, Debtor waives all claims, damages and demands against the Secured Party arising out of the retention or sale or lease of the Collateral or other exercise of the Secured Party's rights and remedies with respect thereto. "UCC" means the Uniform Commercial Code, as the same may, from time to time, be enacted and in effect in the State of New York; provided, that, to the extent that the "UCC" is used to define any term herein and such term is defined differently in different Articles or Divisions of the UCC, the definition of such term contained in Article or Division 9 shall govern; provided further, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, or priority of, or remedies with respect to, the Secured Party's Lien on any Collateral is governed by the Uniform Commercial Code in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes on the provisions thereof relating to such attachment, perfection, priority, or remedies and for purposes of definitions relating to such provisions. The rights and remedies with respect to Debtor and the Collateral, whether established hereby or by any other agreements, instruments or documents or by law, shall be cumulative and may be exercised singly or concurrently, and are not exclusive of any other rights or remedies provided under any other agreement, instrument or document to which Debtor is a party or by which it or any of the Collateral is bound or by law or equity.

B. Debtor will upon request promptly execute and deliver all further instruments and documents and take all further action that the Secured Party may reasonably request in order to perfect, protect and maintain the priority of the security interest granted by this Agreement and to enable the Secured Party to exercise and enforce its rights and remedies under this Agreement.

C. Debtor hereby waives (a) the right to require the Secured Party to proceed against any other person or against any other collateral it may hold; (b) presentment, protest and notice of protest, demand and notice of nonpayment, demand of performance, notice of sale, and advertisement of sale, (c) following an Event of Default that is continuing, any right to the benefit of or to direct the application of any of the Collateral until the Obligations (other than inchoate indemnity obligations) shall have been paid in full, and (d) any defenses which may arise by reason of, or be based on, lack of diligence in collection.

D. Any sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all of Debtor's right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the Collateral sold, and shall be a perpetual bar, both at law and in equity, against Debtor, its successors and assigns, and against all Persons claiming the Collateral sold or any part thereof under, by or through Debtor, its successors or assigns.

E. Debtor appoints the Secured Party, and any trustee, authorized agent or designee of the Secured Party, with full power of substitution, as Debtor's true and lawful attorney-in-fact, effective as of the date hereof, with power, upon the Secured Party's election, in its own name or in the name of Debtor, during the continuance of an Event of Default, (i) to endorse any notes, checks, drafts, money orders, or other instruments of payment in respect of the Collateral that may come into the Secured Party's possession, (ii) to sign and endorse any drafts against Debtor, assignments, verifications and notices in connection with accounts, and other documents relating to Collateral; (iii) to pay or discharge taxes or Liens at any time levied or placed on or threatened against the Collateral; (iv) to demand, collect, issue receipt for, compromise, settle and sue for monies due in respect of the Collateral; (v) to notify Persons obligated with respect to the Collateral to make payments directly to the Secured Party; and, (vi) generally, to do, at the Secured Party's option and at Debtor's expense, at any time, or from time to time, all acts and things that the Secured Party deems reasonably necessary to protect, preserve and realize upon the Collateral and the Secured Party's security interest therein to effect the intent of this Agreement, all as fully and effectually as Debtor might or could do; and Debtor hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney grants rights that are coupled with an interest and shall be irrevocable as long as any of the Obligations are outstanding.

F. All of the Secured Party's rights and remedies with respect to the Collateral, whether established hereby or by any other agreements, instruments or documents or by law shall be cumulative and may be exercised singly or concurrently.

VIII. SECURED PARTY' RIGHTS; DEBTOR WAIVERS.

A. The Secured Party' acceptance of partial or delinquent payment from Debtor under the Loan Agreement or hereunder, or the Secured Party's failure to exercise any right hereunder, shall not constitute a waiver of any obligation of Debtor hereunder, or any right of the Secured Party hereunder, and shall not affect in any way the right to require full performance at any time thereafter.

B. Debtor waives, to the fullest extent permitted by law, (i) any right of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshaling of the Collateral or other collateral or security for the Obligations; (ii) any right to require the Secured Party (A) to proceed against any Person, (B) to exhaust any other collateral or security for any of the Obligations, (C) to pursue any remedy in the Secured Party's power, or (D) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with any of the Collateral; and (iii) all claims, damages, and demands against the Secured Party arising out of the repossession, retention, sale or application of the proceeds of any sale of the Collateral.

C. Debtor hereby agrees to indemnify the Secured Party, its principals and agents (the "Indemnified Parties") for, and agrees to protect and hold each of them harmless from and against, any and all liabilities, obligations, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees), causes of action, suits, claims, demands and judgments of any nature or description whatsoever, which may at any time be imposed upon, incurred by or awarded against any Indemnified Party (other than as a result of such Indemnified Party's own gross negligence or willful misconduct) as a result of the grant to the Secured Party of any interest in or to any of the Collateral or in connection with this Agreement and the exercise by the Secured Party of all rights in the Collateral arising under this Agreement.

IX. [RESERVED]

X. TERMINATION; REINSTATEMENT

A. Termination. Upon the payment in full in cash of all Obligations (other than the obligations that are intended to survive the termination of the Loan Agreement, as the case may be), and subject to Section X(B) herein, this Agreement and the security interest and all other rights granted hereby shall automatically terminate and all rights to the Collateral shall revert to Debtor without any further action of the Secured Party. Upon any such termination, the Secured Party shall authorize Debtor to file any UCC-3 or other termination statements to evidence such termination, to release all security interest on the Collateral and to return such Collateral to Debtor. Furthermore, the Secured Party shall, at Debtor's expense and upon its written direction, execute and deliver to Debtor such documents (including UCC-3 termination statements) as Debtor shall reasonably request to evidence such termination, to release all security interest on the Collateral and to return such Collateral to Debtor.

B. Reinstatement. This Agreement and the obligations of Debtor hereunder shall automatically be reinstated if and to the extent that for any reason any payment made pursuant to this Agreement is rescinded or must otherwise be restored or returned, whether as a result of any proceedings in bankruptcy or reorganization or otherwise with respect to Debtor or as a result of any settlement or compromise with any person (including Debtor) in respect of such payment, and Debtor shall pay the Secured Party on demand all of its reasonable costs and expenses (including reasonable fees of counsel) incurred by the Secured Party in connection with such rescission or restoration.

XI. MISCELLANEOUS.

A. Amendment and Waiver. Neither this Agreement nor any part hereof may be changed, waived, or amended except by an instrument in writing signed by the Secured Party and Debtor; and waiver on one occasion shall not operate as a waiver on any other occasion.

B. Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, if not so confirmed, then on the next business day, (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid or (iv) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the respective parties at the addresses shown below such parties signature hereunder (or at such other addresses as shall be specified by notice given in accordance with this Section XI(C)).

C. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of, the successors and assigns of the parties hereto.

D. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

E. Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

F. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

G. Governing Law; Venue; Jury Trial Waiver. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of New York, without giving effect to the principles of conflicts of laws which would give rise to the application of the domestic substantive law of any other jurisdiction. Each party hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the federal and state courts sitting in New York, New York for any action, suit or proceeding arising out of or related hereto. Each party hereto further hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of or relating to this Agreement in such courts, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in any inconvenient forum. Each Party hereby knowingly, voluntarily and intentionally waives any right (to the fullest extent permitted by applicable law) to a trial by jury of any dispute arising out of, under or relating to, this Agreement and agrees that any such dispute shall be tried before a judge sitting without a jury. Notwithstanding the preceding sentence, the Debtor consents to the Secured Party commencing an action or suit in any jurisdiction where any Collateral is located, and the Debtor waives described in the preceding sentence apply to any such action or suit filed by the Secured Party. The provisions of this section are material inducements to the Secured Party's acceptance of this Agreement.

H. Electronic Execution of Certain Other Documents. The words "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation assignments, assumptions, amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Secured Party, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

DEBTOR:

BURTECH LP LLC

By: /s/ Shahal Khan
Name: Shahal Khan
Title: Managing Member

Address:
Burtech LP LLC
5601 Arbor Lane
Coral Gables, FL 33156
Attention: Shahal Khan
Email: ****

SIGNATURE PAGE TO SECURITY AGREEMENT

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

SECURED PARTY:

**BESS VENTURES AND ADVISORY, LLC, a
Florida limited liability company**

By: /s/ Lane Bess

Name: Lane Bess

Title: Owner-Manager

Address: 1928 Sunset Harbour Drive
Miami Beach, FL 33139

Email Address: ****

SIGNATURE PAGE TO SECURITY AGREEMENT

EXHIBIT A

COLLATERAL DESCRIPTION

The Collateral consists of all of Debtor's right, title and interest in and to the following personal property and assets (both tangible and intangible) whether now owned or hereafter acquired, wherever located:

(a) 2,500,000 shares of Class A Common Stock of BurTech Acquisition Corp. (representing (i) 500,000 shares subject to transfer obligations in favor of the Secured Party pursuant to that certain Promissory Note January 2, 2025 by and between Debtor and the Secured Party, and (ii) an additional 2,000,000 shares); and

(b) All Debtor's books and records relating to the foregoing, and any and all claims, rights and interests in any of the above and all Proceeds, substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, and insurance proceeds of any or all of the foregoing.

Terms used in this Exhibit A but not defined shall have the meaning given to such terms in the UCC.

EXHIBIT B

FINANCING STATEMENT

GUARANTY, PLEDGE AND REPAYMENT AGREEMENT

This Guaranty, Pledge and Repayment Agreement is made as of January 2, 2025 (this "Agreement") by and among Burkhan LLC, a Delaware limited liability company ("Debtor"), and Bess Ventures and Advisory, LLC (the "Secured Party").

A. Burtech LP LLC (the "Borrower") and the Secured Party are parties to (i) that certain 10% Promissory Note Due March 31, 2024, dated as of January 19, 2024 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "First Loan Agreement") pursuant to which the Secured Party advanced \$13,000,000 to the Borrower for the purposes of making an investment in Blaize, Inc. (the "Target") and (ii) Promissory Note Agreement, dated as of the date hereof, by and between Debtor and the Secured Party (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Second Loan Agreement") pursuant to which the Secured Party will advance \$12,000,000 for the purposes of making an investment in BurTech Acquisition Corp. (the "SPAC").

B. The Borrower defaulted with respect to certain obligations under the First Loan Agreement. Pursuant to that certain Forbearance Agreement, dated as of September 16, 2024 (the "First Forbearance Agreement"), the Secured Party agreed to forbear on the exercise of its remedies with respect to such default, which forbearance would expire on January 6, 2025 pursuant to the terms of the First Forbearance Agreement.

C. The Borrower has requested that the Secured Party extend the forbearance period pursuant to that certain Second Forbearance Agreement and Omnibus Amendment, dated as of the date hereof (the "Second Forbearance Agreement"), and extend additional credit pursuant to the Second Loan Agreement (in, each case, on the terms and conditions set forth therein). It is a condition of (i) the forbearance and other amendments under the Second Forbearance Agreement and (ii) the extensions of credit under the Second Loan Agreement, that Debtor guarantee and grant security over the Collateral (as defined below) to secure the Borrower's obligations with respect to the First Loan Agreement and the Second Loan Agreement.

D. The Borrower is the SPAC sponsor with respect to the proposed SPAC transaction contemplated in that certain Agreement and Plan of Merger, by and among, the SPAC, Burtech Merger Sub Inc., the Company and Burkhan Capital LLC, dated as of December 22, 2023.

E. Debtor is an affiliate of Borrower and investor in the SPAC and will derive direct and indirect benefits from entering into the transactions contemplated under the First Loan Agreement, including the Second Forbearance Agreement, and the Second Loan Agreement.

Debtor and the Secured Party hereby agree as follows:

I. CERTAIN DEFINITIONS. Except as otherwise provided in this Agreement, capitalized terms used herein shall have the meanings set forth in the applicable Loan Agreement, as the context provides.

II. GUARANTY

A. Guaranty. Debtor hereby irrevocably and unconditionally guarantees to the Noteholder the prompt and complete payment and performance in full (not of collection) of (i) the “Obligations” as defined in the First Loan Agreement, (ii) the “Obligations as defined in the Second Loan Agreement when the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of Title 11 of the United States Code entitled “Bankruptcy” as now and hereafter in effect, or any successor statute (the “Bankruptcy Code”)) (the “Guaranty”). The maximum liability of Debtor hereunder shall in no event exceed the amount which can be guaranteed by Debtor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section II.B); provided, that Debtor agrees that the Secured Obligations may at any time and from time to time exceed the amount of the liability of Debtor hereunder without impairing the guarantee contained in this Section II or affecting the rights and remedies of the Secured Party hereunder.

B. Right of Contribution. If in connection with any payment made by Debtor hereunder any rights of contribution arise in favor of Debtor against one or more other guarantors of the Secured Obligations, such rights of contribution shall be subject to the terms and conditions of Section II.C. The provisions of this Section II.B shall in no respect limit the obligations and liabilities of Debtor to the Secured Party, and Debtor shall remain liable to the Secured Party for the full amount guaranteed by Debtor hereunder.

C. No Subrogation. Notwithstanding any payment made by any guarantor or any setoff or application of funds of any guarantor by the Secured Party, Debtor shall not be entitled to be subrogated to any of the rights of the Secured Party against the Borrower or any guarantor or any collateral or guarantee or right of offset held by the Secured Party for the payment of the Secured Obligations, nor shall Debtor seek or be entitled to seek any contribution or reimbursement from the Borrower or any guarantor in respect of payments made by such Debtor hereunder, in each case, until payment and/or performance in full of the Secured Obligations (other than inchoate indemnity obligations) (the “Discharge of Obligations”). If any amount shall be paid to Debtor on account of such subrogation rights at any time prior to the Discharge of Obligations, such amount shall be held by Debtor in trust for the Secured Party, shall be segregated from other funds of Debtor, and shall, forthwith upon receipt by Debtor, be turned over to the Secured Party in the exact form received by Debtor (duly indorsed, if required), to be applied to repay the Secured Obligations irrespective of the occurrence or the continuance of any Event of Default.

D. Amendments, etc. with respect to the Secured Obligations. Debtor shall remain obligated hereunder notwithstanding that, without any reservation of rights against Debtor and without notice to or further assent by Debtor, any demand for payment of any of the Secured Obligations made by the Secured Party may be rescinded by the Secured Party and any of the Secured Obligations continued, and the Secured Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Secured Party, and the First Loan Agreement, Second Loan Agreement, the other Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Secured Party may deem advisable from time to time, and any collateral security, guarantee or right of offset at any time held by the Secured Party for the payment of the Secured Obligations may be sold, exchanged, waived, surrendered or released. The Secured Party shall have no obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Secured Obligations or for the guarantee contained in this Section II or any property subject thereto.

E. Guarantee Absolute and Unconditional; Guarantor Waivers; Guarantor Consents. Debtor waives any and all notice of the creation, renewal, extension or accrual of any of the Secured Obligations and notice of or proof of reliance by the Secured Party upon the guarantee contained in this Section II or acceptance of the guarantee contained in this Section II. The Secured Obligations, and each of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended, restated or waived, in reliance upon the guarantee contained in this Section II and all dealings between the Borrower and Debtor, on the one hand, and the Secured Party, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section II. Debtor further waives:

(i) diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon the Borrower or Debtor with respect to the Secured Obligations;

(ii) any right to require the Secured Party to marshal assets in favor of the Borrower, Debtor, or any other Person, to proceed against the Borrower or any other Person, to proceed against or exhaust any of the Collateral, to give notice of the terms, time and place of any public or private sale of personal property security constituting the Collateral or other collateral for the Secured Obligations or to comply with any other provisions of Section 9-610 through 9-613 of the UCC (or any equivalent provision of any other applicable law) or to pursue any other right, remedy, power or privilege of the Secured Party whatsoever;

(iii) any defense arising by reason of any lack of corporate or other authority or any other defense of the Borrower, Debtor, any other guarantor, or any other Person;

(iv) any defense of the statute of limitations available to the Borrower or Debtor in any action hereunder or for the collection or performance of the Secured Obligations;

(v) any rights to set-offs and counterclaims (other than the Discharge of Obligations); and

(vi) without limiting the generality of the foregoing, to the fullest extent permitted by law, any defenses or benefits that Debtor may derive from or be afforded by applicable law that limit the liability of or exonerate guarantors or sureties, or which may conflict with the terms of this Agreement, including all rights and defenses (x) arising out of an election of remedies by the Secured Party, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for a guaranteed obligation, extinguishes Debtor's rights of subrogation and reimbursement against any Person or (y) relating to any suretyship defenses available to it under the UCC or any other applicable law.

Debtor understands and agrees that the guarantee contained in this Section II shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (i) the validity or enforceability of the First Loan Agreement, Second Loan Agreement or any other Loan Document, any of the Secured Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Secured Party, (ii) any defense, setoff or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by the Borrower, Debtor or any other Person against the Secured Party, (iii) any other circumstance whatsoever (with or without notice to or knowledge of the Borrower, Debtor or any other Person) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrower, Debtor and any other guarantors for the Secured Obligations, or of Debtor under the guarantee contained in this Section II, in bankruptcy or in any other instance, subject only to the termination or release of Debtor's obligations in accordance with the terms hereunder, (iv) any insolvency proceeding with respect to the Borrower, Debtor or any other Person, (v) any merger, acquisition, consolidation or change in structure of the Borrower, Debtor or any other Person, or any sale, lease, transfer or other disposition of any or all of the assets or Voting stock of the Borrower, Debtor or any other Person, subject only to the termination or release of Debtor's obligations in accordance with the terms hereunder, (vi) any assignment or other transfer, in whole or in part, of the Secured Party's interests in and rights under this Agreement or any other Loan Document, including the Secured Party's right to receive payment of the Secured Obligations, or any assignment or other transfer, in whole or in part, of the Secured Party's interests in and to any of the Collateral, (vi) the Secured Party's vote, claim, distribution, election, acceptance, action or inaction in any insolvency proceeding related to any of the Secured Obligations, and (vii) any other guaranty, whether by Debtor or any other Person, of all or any part of the Secured Obligations or any other indebtedness, obligations or liabilities of Debtor to the Secured Party.

When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against Debtor, the Secured Party may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against the Borrower, Debtor or any other Person or against any collateral security or guarantee for the Secured Obligations or any right of offset with respect thereto. Any failure by the Secured Party to make any such demand, to pursue such other rights or remedies or to collect any payments from the Borrower, Debtor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of the Borrower, Debtor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve Debtor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Secured Party against Debtor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

Debtor further unconditionally consents and agrees that, without notice to or further assent from Debtor: (a) the principal amount of the Secured Obligations may be increased or decreased and additional indebtedness or obligations of the Borrower or any other Persons under the Loan Documents may be incurred, by one or more amendments, modifications, renewals or extensions of any Loan Document or otherwise; (b) the time, manner, place or terms of any payment under any Loan Document may be extended or changed, including by an increase or decrease in the interest rate on any Secured Obligation or any fee or other amount payable under such Loan Document, by an amendment, modification or renewal of any Loan Document or otherwise; (c) the time for the Borrower's (or any other party's) performance of or compliance with any term, covenant or agreement on its part to be performed or observed under any Loan Document may be extended, or such performance or compliance waived, or failure in or departure from such performance or compliance consented to, all in such manner and upon such terms as the Secured Party may deem proper; (d) in addition to the Collateral, the Secured Party may take and hold other security (legal or equitable) of any kind, at any time, as collateral for the Secured Obligations, and may, from time to time, in whole or in part, exchange, sell, surrender, release, subordinate, modify, waive, rescind, compromise or extend such security and may permit or consent to any such action or the result of any such action, and may apply such security and direct the order or manner of sale thereof; (e) the Secured Party may discharge or release, in whole or in part, any other guarantor or any other Person liable for the payment and performance of all or any part of the Secured Obligations, and may permit or consent to any such action or any result of such action, and shall not be obligated to demand or enforce payment upon any of the Collateral, nor shall the Secured Party be liable to Debtor for any failure to collect or enforce payment or performance of the Secured Obligations from any Person or to realize upon the Collateral; and (f) the Secured Party may request and accept other guaranties of the Secured Obligations and any other indebtedness, obligations or liabilities of the Borrower or Person to any Secured Party and may, from time to time, in whole or in part, surrender, release, subordinate, modify, waive, rescind, compromise or extend any such guaranty and may permit or consent to any such action or the result of any such action; in each case (a) through (f), as the Secured Party may deem advisable, and without impairing, abridging, releasing or affecting this Agreement.

III. SECURITY AGREEMENT.

A. Grant. Debtor, for valuable consideration, the receipt of which is acknowledged, hereby grants to the Secured Party a continuing security interest in and Lien on all of the property described on Exhibit A attached hereto (the "Collateral") now owned or at any time hereafter acquired by Debtor or in which Debtor now has or at any time in the future may acquire any right, title or interest.

B. Debtor Remains Liable. Anything herein to the contrary notwithstanding, (i) Debtor shall remain liable under any contracts, agreements and other documents included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by the Secured Party of any of the rights hereunder shall not release Debtor from any of its duties or obligations under such contracts, agreements and other documents included in the Collateral, and (iii) the Secured Party shall not have any obligation or liability under any contracts, agreements and other documents included in the Collateral by reason of this Agreement, nor shall the Secured Party be obligated to perform any of the obligations or duties of Debtor thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Collateral hereunder.

C. Obligations Secured; Continuing Security Interest. The security interest granted hereby secures the full and timely payment of all Secured Obligations. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until the Discharge of Obligations. "Secured Obligations" means, collectively, (i) the "Obligations" as defined in the First Loan Agreement, (ii) the "Obligations" as defined in the Second Loan Agreement, and (iii) the obligations of Debtor hereunder.

IV. DEBTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Debtor hereby represents, warrants and covenants to the Secured Party that:

A. Debtor's principal place of business is 1300 Pennsylvania Ave NW, Suite 700, Washington, DC 20004, and Debtor keeps its records concerning accounts, contract rights and other property at that location. Other than with respect to information disclosed to the Secured Party as of the date hereof, Debtor will notify the Secured Party promptly following the establishment of any new place of business where any of the Collateral is kept, except if moved in the ordinary course of business. Debtor is a limited liability company organized under the laws of the State of Delaware. Debtor will notify the Secured Party promptly following a change to either its form or jurisdiction of organization.

B. Debtor will at all times keep in a manner reasonably satisfactory to the Secured Party accurate and complete records of the Collateral and shall do and perform all reasonable acts that may be necessary and appropriate to maintain, preserve and protect the Collateral. Debtor shall not amend, waive, consent or otherwise modify the terms of any agreement, right or obligation incorporated in the Collateral without the prior written consent of the Secured Party.

C. Debtor shall not use the Collateral in violation of any applicable statute, ordinance, law or regulation or in violation of any insurance policy maintained by Debtor with respect to the Collateral, in each case to the extent such violation would reasonably be likely to result in a material adverse effect on Debtor.

D. Debtor shall reasonably defend any action, suit or proceeding which may affect to a material extent its title to, right or interest in or the Secured Party's security interests in the Collateral and shall defend against the claims and demands of all Persons whomsoever in the Collateral. Debtor shall not do anything to impair in any material respect the rights of the Secured Party in the Collateral.

E. Other than financing statements, security agreements, chattel mortgages, assignments, fixture filings and other agreements or instruments executed, delivered, filed or recorded for the purpose of granting or perfecting any Lien (collectively, "Financing Statements") in favor of the Secured Party, no effective Financing Statement naming Debtor as debtor, assignor, grantor, mortgagor, pledgor or the like and covering all or any part of the Collateral is on file in any filing or recording office in any jurisdiction.

F. Debtor will (i) notify the Secured Party of any material claim made or asserted against the Collateral by any Person or other event that could materially adversely affect the value of the Collateral or the Secured Party's Lien thereon; (ii) furnish to the Secured Party such statements and schedules further identifying and describing the Collateral and such other reports and other information in connection with the Collateral as the Secured Party may reasonably request, all in reasonable detail; and (iii) upon the reasonable request of the Secured Party make such demands and requests for information and reports as Debtor is entitled to make in respect of the Collateral.

G. Debtor agrees with regard to the Collateral, unless the Secured Party agrees otherwise in writing: (i) that, following the occurrence of an Event of Default that continues, the Secured Party is authorized to notify any account debtors, any buyers of the Collateral, or any other persons of the Secured Party' interest in the Collateral; (ii) where applicable, to operate the Collateral in accordance with all material applicable statutes, rules and regulations relating to the use and control of the Collateral, and not to use any Collateral for any unlawful purpose or in any way that would void any insurance required to be carried; (iii) not to remove the Collateral from the Debtor's premises except in the ordinary course of the Debtor's business; (iv) to pay when due all material license fees, registration fees and other charges in connection with any Collateral; (v) [reserved]; (vi) [reserved]; (vii) to permit the Secured Party to inspect the Collateral during normal business hours, upon reasonable advance notice; (viii) to keep, in accordance with generally accepted accounting principles, complete and accurate books and records regarding all the Collateral, and to permit the Secured Party to inspect the same and make copies at any reasonable time; (ix) to receive and use reasonable diligence to collect the Collateral consisting of accounts and other rights to payment and proceeds, and following the occurrence of an Event of Default that continues, to receive and collect the same in trust and as the property of the Secured Party and to immediately endorse as appropriate and deliver such Collateral to the Secured Party daily in the exact form in which they are received together with a collection report in form satisfactory to the Secured Party; (x) not to commingle the Collateral, or collections with respect to the Collateral, with other property; (xi) [reserved]; (xii) [reserved]; (xiii) [reserved]; and (xiv) to keep all the Collateral in good and saleable condition, to deal with the Collateral in accordance with the standards and practices adhered to generally by users and manufacturers of like property, and to keep all the Collateral free and clear of all defenses, rights of offset and counterclaims.

V. FINANCING STATEMENTS. Debtor shall at its cost execute any Financing Statement in respect of any security interest created pursuant to this agreement that may at any time be required or that, in the reasonable opinion of the Secured Party, may at any time be desirable. If any recording or filing thereof (or the filing of any statements of continuation or assignment of any Financing Statement) is required to protect and preserve such Lien, Debtor shall at its cost execute the same at the time and in the manner requested by Secured Party (or any counsel on behalf of the Secured Party). To the fullest extent permitted by applicable law, Debtor hereby authorizes the Secured Party (or any counsel on behalf of the Secured Party) to prepare and file the Financing Statement substantially in the form attached hereto as Exhibit B and any other Financing Statements authorized hereunder without the signature of Debtor. Debtor shall (i) within five (5) business days following the Effective Date, deliver an original stock power, executed in blank with respect to the shares in the SPAC constituting Collateral and (ii) use best efforts to deliver, as soon as practicable following the Effective Date, either (x) original stock certificates representing the shares in the SPAC constituting Collateral or (y) a control agreement in a form reasonably satisfactory to the Secured Party executed by any applicable securities intermediary holding the shares in the SPAC constituting Collateral.

VI. DEBTOR'S RIGHTS UNTIL DEFAULT; REPAYMENT OBLIGATION

A. Subject to the following Section VI.B, so long as an Event of Default does not exist and subject to any restrictions herein and in any other Loan Document, Debtor shall have the right to possess the Collateral and manage its property.

B. Debtor shall be permitted to dispose of the Collateral pursuant to bona fide sales on arms' length terms; provided, that upon the receipt of proceeds from any such sale of the Collateral, Debtor shall cause such proceeds to be promptly (and in any event, within two (2) Business Days following the receipt thereof) turned over to the Secured Party to be applied (i) first, to repay the outstanding Obligations under the Second Loan Agreement, and (ii) once the outstanding Obligations under the Second Loan Agreement are paid in full, then to repay the outstanding Obligations under the First Loan Agreement.

VII. RIGHTS AND REMEDIES ON EVENT OF DEFAULT.

A. Upon the occurrence and during the continuation of an Event of Default, the Secured Party shall have the right to declare all Secured Obligations to be immediately due and payable and the Secured Party may exercise any and all rights and remedies hereunder or under applicable law (including the UCC); provided, however, if any Event of Default occurs as a consequence of the commencement of a bankruptcy or other insolvency proceeding by or against Debtor, all of the Secured Obligations shall be automatically and immediately due and payable without further action or demand. Without limiting the generality of the foregoing, the Secured Party shall have the right to sell or otherwise dispose of all or any part of the Collateral, either at public or private sale, in lots or in bulk, for cash or for credit, with or without warranties or representations, and upon such terms and conditions, all as the Secured Party, in its sole discretion, may deem advisable, and the Secured Party shall have the right to purchase at any such sale. Debtor agrees that a notice sent at least ten days before the time of any intended public sale or of the time after which any private sale or other disposition of the Collateral is to be made shall be reasonable notice of such sale or other disposition. The proceeds of any such sale, or other Collateral disposition shall be applied: first, to the expenses of retaking, holding, storing, processing and preparing for sale, selling, and the like, and to the Secured Party's reasonable attorneys' fees and legal expenses; second, to the Secured Party in satisfaction of the then unpaid Secured Obligations; and third, to Debtor or as otherwise required by law. If, upon the sale or other disposition of the Collateral, the proceeds thereof are insufficient to pay all amounts to which the Secured Party are legally entitled, Debtor shall be liable for the deficiency, together with interest thereon at the rates set forth in the Loan Agreement, and the reasonable fees of any attorneys the Secured Party employs to collect such deficiency; provided, however, that the foregoing shall not be deemed to require the Secured Party to resort to or initiate proceedings against the Collateral prior to the collection of any such deficiency from Debtor. To the extent permitted by applicable law, Debtor waives all claims, damages and demands against the Secured Party arising out of the retention or sale or lease of the Collateral or other exercise of the Secured Party's rights and remedies with respect thereto. "UCC" means the Uniform Commercial Code, as the same may, from time to time, be enacted and in effect in the State of New York; provided, that, to the extent that the "UCC" is used to define any term herein and such term is defined differently in different Articles or Divisions of the UCC, the definition of such term contained in Article or Division 9 shall govern; provided further, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, or priority of, or remedies with respect to, the Secured Party's Lien on any Collateral is governed by the Uniform Commercial Code in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes on the provisions thereof relating to such attachment, perfection, priority, or remedies and for purposes of definitions relating to such provisions. The rights and remedies with respect to Debtor and the Collateral, whether established hereby or by any other agreements, instruments or documents or by law, shall be cumulative and may be exercised singly or concurrently, and are not exclusive of any other rights or remedies provided under any other agreement, instrument or document to which Debtor is a party or by which it or any of the Collateral is bound or by law or equity.

B. Debtor will upon request promptly execute and deliver all further instruments and documents and take all further action that the Secured Party may reasonably request in order to perfect, protect and maintain the priority of the security interest granted by this Agreement and to enable the Secured Party to exercise and enforce its rights and remedies under this Agreement.

C. Debtor hereby waives (a) the right to require the Secured Party to proceed against any other person or against any other collateral it may hold; (b) presentment, protest and notice of protest, demand and notice of nonpayment, demand of performance, notice of sale, and advertisement of sale, (c) following an Event of Default that is continuing, any right to the benefit of or to direct the application of any of the Collateral until the Discharge of Obligations, and (d) any defenses which may arise by reason of, or be based on, lack of diligence in collection.

D. Any sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all of Debtor's right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the Collateral sold, and shall be a perpetual bar, both at law and in equity, against Debtor, its successors and assigns, and against all Persons claiming the Collateral sold or any part thereof under, by or through Debtor, its successors or assigns.

E. Debtor appoints the Secured Party, and any trustee, authorized agent or designee of the Secured Party, with full power of substitution, as Debtor's true and lawful attorney-in-fact, effective as of the date hereof, with power, upon the Secured Party's election, in its own name or in the name of Debtor, during the continuance of an Event of Default, (i) to endorse any notes, checks, drafts, money orders, or other instruments of payment in respect of the Collateral that may come into the Secured Party's possession, (ii) to sign and endorse any drafts against Debtor, assignments, verifications and notices in connection with accounts, and other documents relating to Collateral; (iii) to pay or discharge taxes or Liens at any time levied or placed on or threatened against the Collateral; (iv) to demand, collect, issue receipt for, compromise, settle and sue for monies due in respect of the Collateral; (v) to notify Persons obligated with respect to the Collateral to make payments directly to the Secured Party; and, (vi) generally, to do, at the Secured Party's option and at Debtor's expense, at any time, or from time to time, all acts and things that the Secured Party deems reasonably necessary to protect, preserve and realize upon the Collateral and the Secured Party's security interest therein to effect the intent of this Agreement, all as fully and effectually as Debtor might or could do; and Debtor hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney grants rights that are coupled with an interest and shall be irrevocable as long as any of the Secured Obligations are outstanding.

F. All of the Secured Party's rights and remedies with respect to the Collateral, whether established hereby or by any other agreements, instruments or documents or by law shall be cumulative and may be exercised singly or concurrently.

VIII. SECURED PARTY' RIGHTS; DEBTOR WAIVERS.

A. The Secured Party' acceptance of partial or delinquent payment from Debtor under the Loan Agreement or hereunder, or the Secured Party's failure to exercise any right hereunder, shall not constitute a waiver of any obligation of Debtor hereunder, or any right of the Secured Party hereunder, and shall not affect in any way the right to require full performance at any time thereafter.

B. Debtor waives, to the fullest extent permitted by law, (i) any right of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshaling of the Collateral or other collateral or security for the Secured Obligations; (ii) any right to require the Secured Party (A) to proceed against any Person, (B) to exhaust any other collateral or security for any of the Secured Obligations, (C) to pursue any remedy in the Secured Party's power, or (D) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with any of the Collateral; and (iii) all claims, damages, and demands against the Secured Party arising out of the repossession, retention, sale or application of the proceeds of any sale of the Collateral.

C. Debtor hereby agrees to indemnify the Secured Party, its principals and agents (the "Indemnified Parties") for, and agrees to protect and hold each of them harmless from and against, any and all liabilities, obligations, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees), causes of action, suits, claims, demands and judgments of any nature or description whatsoever, which may at any time be imposed upon, incurred by or awarded against any Indemnified Party (other than as a result of such Indemnified Party's own gross negligence or willful misconduct) as a result of the grant to the Secured Party of any interest in or to any of the Collateral or in connection with this Agreement and the exercise by the Secured Party of all rights in the Collateral arising under this Agreement.

IX. TERMINATION; REINSTATEMENT

A. Termination. Upon the payment Discharge of Obligations, and subject to Section IX.B herein, this Agreement and the security interest and all other rights granted hereby shall automatically terminate and all rights to the Collateral shall revert to Debtor without any further action of the Secured Party. Upon any such termination, the Secured Party shall authorize Debtor to file any UCC-3 or other termination statements to evidence such termination, to release all security interest on the Collateral and to return such Collateral to Debtor. Furthermore, the Secured Party shall, at Debtor's expense and upon its written direction, execute and deliver to Debtor such documents (including UCC-3 termination statements) as Debtor shall reasonably request to evidence such termination, to release all security interest on the Collateral and to return such Collateral to Debtor.

B. Reinstatement. This Agreement and the obligations of Debtor hereunder shall automatically be reinstated if and to the extent that for any reason any payment made pursuant to this Agreement is rescinded or must otherwise be restored or returned, whether as a result of any proceedings in bankruptcy or reorganization or otherwise with respect to Debtor or as a result of any settlement or compromise with any person (including Debtor) in respect of such payment, and Debtor shall pay the Secured Party on demand all of its reasonable costs and expenses (including reasonable fees of counsel) incurred by the Secured Party in connection with such rescission or restoration.

X. MISCELLANEOUS.

A. Amendment and Waiver. Neither this Agreement nor any part hereof may be changed, waived, or amended except by an instrument in writing signed by the Secured Party and Debtor; and waiver on one occasion shall not operate as a waiver on any other occasion.

B. Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, if not so confirmed, then on the next business day, (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid or (iv) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the respective parties at the addresses shown below such parties signature hereunder (or at such other addresses as shall be specified by notice given in accordance with this Section XI(C)).

C. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of, the successors and assigns of the parties hereto.

D. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

E. Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

F. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

G. Governing Law; Venue; Jury Trial Waiver. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of New York, without giving effect to the principles of conflicts of laws which would give rise to the application of the domestic substantive law of any other jurisdiction. Each party hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the federal and state courts sitting in New York, New York for any action, suit or proceeding arising out of or related hereto. Each party hereto further hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of or relating to this Agreement in such courts, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in any inconvenient forum. Each Party hereby knowingly, voluntarily and intentionally waives any right (to the fullest extent permitted by applicable law) to a trial by jury of any dispute arising out of, under or relating to, this Agreement and agrees that any such dispute shall be tried before a judge sitting without a jury. Notwithstanding the preceding sentence, the Debtor consents to the Secured Party commencing an action or suit in any jurisdiction where any Collateral is located, and the Debtor waives described in the preceding sentence apply to any such action or suit filed by the Secured Party. The provisions of this section are material inducements to the Secured Party's acceptance of this Agreement.

H. Electronic Execution of Certain Other Documents. The words "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation assignments, assumptions, amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Secured Party, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

DEBTOR:

BURKHAN LLC

By: /s/ Shahal Khan
Name: Shahal Khan
Title: Managing Member

Address:
Burkhan LLC
5601 Arbor Lane
Coral Gables, FL 33156
Attention: Shahal Khan
Email: ****

SIGNATURE PAGE TO SECURITY AGREEMENT

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

SECURED PARTY:

**BESS VENTURES AND ADVISORY, LLC, a
Florida limited liability company**

By: /s/ Lane Bess

Name: Lane Bess

Title: Owner-Manager

Address: 1928 Sunset Harbour Drive
Miami Beach, FL 33139

Email Address: ****

SIGNATURE PAGE TO SECURITY AGREEMENT

EXHIBIT A

COLLATERAL DESCRIPTION

The Collateral consists of all of Debtor's right, title and interest in and to the following personal property and assets (both tangible and intangible) whether now owned or hereafter acquired, wherever located:

(a) 2,000,000 shares of Class A Common Stock of BurTech Acquisition Corp.; and

(b) All Debtor's books and records relating to the foregoing, and any and all claims, rights and interests in any of the above and all Proceeds, substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, and insurance proceeds of any or all of the foregoing.

Terms used in this Exhibit A but not defined shall have the meaning given to such terms in the UCC.

EXHIBIT B

FINANCING STATEMENT

SECOND FORBEARANCE AGREEMENT AND OMNIBUS AMENDMENT

This SECOND FORBEARANCE AGREEMENT AND OMNIBUS AMENDMENT (this “Agreement”) is made and entered into as of January 2, 2025 (the “Effective Date”), by BESS VENTURES AND ADVISORY, LLC (“Lender”), and BURTECH LP LLC (“Borrower”), with reference to the following:

RECITALS

A. Lender and Borrower are parties to that certain 10% Promissory Note Due March 31, 2024, dated as of January 19, 2024 (as amended by that certain Forbearance Agreement, dated September 16, 2024 (the “First Forbearance Agreement”) and this Agreement, the “First Loan Agreement”). Capitalized terms used but not defined herein have the meanings provided in the First Loan Agreement.

B. To secure the obligations evidenced by the First Loan Agreement, Borrower has also entered into (i) that certain Security Agreement, dated as of January 19, 2024, by and among Borrower and the Lender (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the “Security Agreement”), and (ii) that certain letter agreement, dated as of February 15, 2024, by and among Borrower, Blaize, Inc. (“Blaize”) and Lender (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the “Control Letter”).

C. As of the date hereof, the Borrower acknowledges and agrees that the Loan Documents are valid and enforceable in accordance with their respective terms. The Borrower acknowledges and agrees that there are no defenses to the Borrower’s obligations under the Loan Documents, that (x) assuming no prior repayment, the following amounts would be due and payable on January 6, 2025 in full without offset or deduction: (i) Fourteen Million Eight Hundred Seven Thousand Two Hundred Eighty-Four and 60/100th Dollars (\$14,807,284.60), representing principal and accrued and unpaid interest, and (ii) Twenty Thousand Dollars (\$20,000), representing legal fees pursuant to Section 4 of the First Forbearance Agreement, and (y) the Borrower is obligated to transfer to and register in the name of Lender (or its nominee) the Advisory Shares (which the parties acknowledge have been converted on a one-for-one basis into shares of Class A Common Stock of BurTech Acquisition Corp. (the “SPAC”).

D. Concurrently with this Agreement, Lender and the Borrower have entered into that certain Promissory Note Due February 20, 2025 (the “Second Loan Agreement”) pursuant to which Lender will advance a loan of \$12,000,000 to Borrower, the proceeds of which shall be used to finance the purchase of Class A Common Stock from the SPAC.

E. As consideration for the forbearance hereunder and the extensions of credit pursuant to the Second Loan Agreement, Burkhan LLC, a Delaware limited liability company and an affiliate of the Borrower (“Burkhan”), is entering into that certain Guaranty, Pledge and Repayment Agreement in favor of Lender pursuant to which Burkhan will pledge 2,000,000 shares in Public Company to secure the obligations under the First Loan Agreement and the Second Loan Agreement.

F. Borrower has requested that the Lender extend the Forbearance Period (as defined in the First Forbearance Agreement) and refrain from enforcing Lender's rights under the Loan Documents.

G. Lender is willing to agree to the foregoing requests, subject to the terms and conditions of this Agreement.

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

AGREEMENT

1. **Recitals.** The foregoing Recitals are incorporated herein by this reference as are any and all other exhibits and schedules. The parties agree that the information recited above is true and correct. Except as specified herein, all terms and conditions of the Loan Documents, and each of them, shall remain in full force and effect. In the event of any conflict or inconsistency between the terms, conditions and provisions of this Agreement, and the Loan Documents, the terms, conditions, and provisions of this Agreement shall prevail.

2. **Acknowledgment.** The Borrower acknowledges as follows:

a. The amounts and other Obligations described in the Recitals above are valid and enforceable in accordance with the respective terms of the Loan Documents. The Borrower acknowledges and agrees that there are no defenses to the Borrower's Obligations under the Loan Documents, that the aforesaid amounts are outstanding and unpaid and that such amounts are due and payable in full without offset or deduction.

b. In consideration of the financial accommodations set forth herein, the Borrower specifically, expressly and forever waives and relinquishes (i) any and all offsets or defenses to the total indebtedness of the Borrower to Lender under the Loan Documents, (ii) any and all claims against Lender, and (iii) any and all rights or theories on which to invoke or obtain legal or equitable relief, whether injunctive relief or otherwise, in order to abate, postpone or terminate enforcement by the Lender and/or Lender of repayment of the Obligations of the Borrower under the Loan Documents.

c. THIS AGREEMENT IS BEING EXECUTED BY LENDER TO ACCOMMODATE THE REQUEST OF BORROWER, AND BORROWER UNDERSTANDS AND AGREES THAT LENDER HAS NO OBLIGATION TO GRANT FURTHER FORBEARANCES IN THE FUTURE, NOR TO EXTEND THE MATURITY DATE.

3. **Reaffirmation.** Borrower confirms, acknowledges, and stipulates that all terms, conditions, and provisions of the Loan Documents are valid and enforceable obligations (subject only to applicable bankruptcy, insolvency and similar laws affecting rights of creditors generally, and subject as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law)), continue in full force and effect and remain unaffected and unchanged, except as otherwise expressly set forth in this Agreement. This Agreement is not intended to be, and shall not be construed to constitute, a novation of any or all of the Loan Documents, nor is it intended to create or constitute a modification of the Loan or the Loan Documents (except as otherwise expressly set forth herein) or a release or relinquishment of, and shall not affect in any way, the liens, security interests and rights thereunder, all of which are hereby ratified, confirmed, renewed, and extended by Borrower in all respects. Borrower reaffirms to Lender each of the representations, warranties, covenants, and agreements of Borrower set forth in the Loan Documents, with the same force and effect as if each were separately stated herein and made as of the date hereof and the Effective Date (subject to any changes permitted by the terms of the Loan Documents), other than representations, warranties, covenants, and agreements that relate to matters which by their nature can no longer be true and correct as a result of the passage of time. Except as may specifically be modified by this Agreement: (i) Borrower agrees to comply with all terms and provisions of the Loan Documents to which it is a party; and (ii) the provisions of the other Loan Documents shall remain unmodified and in full force and effect except as set forth herein.

4. **Payment of All Fees and Expenses.** Borrower confirms that all fees and expenses of counsel for Lender are Obligations owed under the Loan Documents, and that all such fees and expenses will be paid in full in the ordinary course; provided, that unless a Forbearance Termination Event occurs, such expenses of Lender's counsel shall be capped at \$20,000 (Twenty Thousand US Dollars). The Borrower confirms that any failure to comply with the obligations set out in this paragraph shall be events of default under the Loan Documents entitling the Lender to declare an Event of Default and pursue all remedies available under the Loan Documents without further notice.

5. **Terms of Forbearance.** Subject to, conditioned upon and effective as of the Effective Date, during the Forbearance Period (as defined below), the Lender shall forbear from exercising its rights and remedies under the Loan Agreement and the other Loan Documents, but only to the extent that such rights and remedies arise exclusively as a result of the occurrence, existence, or continuation of the Payment Default.

a. The period from the Effective Date to the date that a Forbearance Termination Event (defined below) occurs shall be referred to as the "Forbearance Period." Upon the occurrence of any of the following events, the occurrence of such events being referred to herein as a "Forbearance Termination Event," the Lender's and Lender's obligation to forbear as specified in the preceding paragraph shall be terminated without further notice to the Borrower:

i. Any default under, violation of, or breach of, this Agreement (including, without limitation, that Borrower fails to fully and timely pay or cause to be paid any payment to Lender provided for in this Agreement when the same shall become due);

ii. Any Default or Event of Default of the Loan Documents, other than the Payment Default, or any "Default" or "Event of Default" as such terms are defined in the Second Loan Agreement;

iii. Any representation, warranty, certification, or statement of fact made or deemed made by or on behalf of the Borrower or any document delivered in connection herewith is incorrect or misleading in any material respect when made or deemed made;

iv. Borrower initiates any judicial, administrative or arbitration proceeding against Lender; or

v. February 5, 2025.

b. Borrower agrees to notify Lender immediately following the occurrence of any Forbearance Termination Event or any event or circumstance that, with the giving of notice or the passage of time or both, would constitute a default under this Agreement or an Event of Default under the Loan Documents.

c. Upon the receipt of proceeds from any sale of shares in the SPAC by the Borrower or Burkan, the Borrower shall cause such proceeds to be promptly (and in any event, within two (2) Business Days following the receipt thereof) turned over to Lender to be applied (i) first, to repay the outstanding Obligations under the Second Loan Agreement, and (ii) once the outstanding Obligations under the Second Loan Agreement are paid in full, then to repay the Obligations.

d. The Obligations shall continue to bear interest until paid in full at the Default Rate; provided, that following any Forbearance Termination Event, in lieu of accruing additional interest after such Forbearance Termination Event, a fee of \$15,000 per day shall accrue until the Obligations are paid in full.

e. Notwithstanding anything in the First Loan Agreement to the contrary, Lender hereby consents to transactions contemplated in the Second Loan Agreement, including the incurrence of indebtedness thereunder and the grant of security interests in connection therewith.

f. Borrower (i) within five (5) business days following the Effective Date, shall deliver an original stock power, executed in blank with respect to the Sponsor Shares constituting Collateral and (ii) use best efforts to deliver, as soon as practicable following the Effective Date, either (x) original stock certificates representing the Sponsor Shares constituting Collateral or (y) a control agreement in a form reasonably satisfactory to Lender executed by any applicable securities intermediary holding the Sponsor Shares constituting Collateral.

g. Immediately upon the occurrence of any Forbearance Termination Event, the obligation of Lender to forbear will terminate without notice or further action. Thereupon, Lender shall have the full right and power immediately and unconditionally to exercise all rights and remedies available to the Lender under or in connection with the Obligations, the First Loan Agreement, or the Loan Documents. Lender expressly reserves the right to, without notice, exercise all remedies under the First Loan Agreement or the other Loan Documents, or otherwise available to Lender at law or in equity, (i) immediately on and after the Forbearance Termination Date in respect of any Event of Default then existing or (ii) upon the occurrence and continuation of any Event of Default (other than the Payment Default) during the Forbearance Period. This reservation of rights is not intended and shall not be construed as exclusive.

h. Nothing herein or contemplated hereby is a waiver of the Payment Default or any other Default or Event of Default under the First Loan Agreement or the other Loan Documents.

6. **Amendment to Security Agreement.** The Security Agreement shall be deemed amended by deleting Exhibit A thereto and replacing it in its entirety with Annex A attached hereto, and in furtherance of the foregoing, the Borrower hereby authorizes the filing of the UCC financing statement amendment attached hereto as Annex B.

7. **Representations and Warranties.** The Borrower represents and warrants to Lender as follows:

a. This Agreement and the Loan Documents constitute legal, valid, and binding obligations of the Borrower to Lender;

b. The execution and delivery by the Borrower of this Agreement and the performance by the Borrower of all of their respective obligations hereunder have been duly authorized by all necessary action and do not and will not:

i. Require any consent or approval not heretofore obtained of any other person holding any interest or entitled to receive any interest issued or to be issued by the Borrower or otherwise;

ii. Result in or require the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest, claim, charge, right of others or any encumbrance of any nature (other than under this Agreement or the Loan Documents) upon or with respect to any property now owned or leased or hereafter acquired by the Borrower;

iii. Violate any provision of any laws, or of any order, writ, judgment, injunction, decree, determination or award; or

iv. Result in a breach of or constitute a default under, cause or permit the acceleration of, any obligation owed under, or require any consent under any indenture or loan or First Loan Agreement or any other agreement, lease or instrument to which the Borrower is a party or by which any of its property is bound or affected.

c. Each officer, agent or other representative executing this Agreement on behalf of any of the Borrower has the full right and authority to fully commit and bind it to this Agreement.

d. There are no actions, suits, or proceedings pending or, to the knowledge of the Borrower threatened against or affecting the Borrower, in relation to its obligations to the Lender, or involving the validity or enforceability of this Agreement, the Loan Documents, the ability of Borrower to perform its obligations to the Lender under the Loan Documents, or the priority of any liens thereof, at law or in equity, or before or by any governmental entity;

e. This Agreement and the releases contained herein are intended to be final and binding among the parties hereto, and the Lender may expressly rely on the finality of this Agreement as a substantial, material factor inducing that party's execution of this Agreement;

f. No event has occurred or is continuing that constitutes a default of this Agreement, or a further Default under the Loan Documents that would constitute an Event of Default but for the requirement that notice be given or time elapse, or both;

g. The Lender's and Lender's security interests in all the collateral for the obligations evidenced by the Lender Loan Documents are valid, perfected and are not subject to avoidance, elimination, or reduction in any manner whatsoever;

h. The Borrower has received, or has had the opportunity to receive, independent legal advice from attorneys of its choice with respect to the advisability of executing this Agreement and prior to the execution of this Agreement by the Borrower, its attorneys reviewed this Agreement and discussed this Agreement with them and have made all desired changes;

i. Except as expressly stated in this Agreement, neither the Lender nor any other person or entity has made any statement or representation to the Borrower regarding facts relied upon by any of them;

j. The Borrower do not rely upon any statement, representation or promise of the Lender or any other person or entity in executing this Agreement except as expressly stated in this Agreement;

k. The terms of this Agreement are contractual and not a mere recital;

l. This Agreement has been carefully read by, the contents hereof are known and understood by, and it is signed freely by the Borrower;
and

The representations, warranties and agreements set forth herein shall be cumulative and in addition to any and all other representations, warranties and agreements which the give or cause to be given to the Lender, either now or hereafter.

8. **No Joint Venture, Management and Control.** Notwithstanding any provision of this Agreement or the Loan Documents, by entering into this Agreement:

a. Lender is not and shall not be construed to be a partner, joint venture, alter ego, manager, controlling person or other business associate or participant of any kind of the Borrower or any other person;

b. Lender shall not be deemed responsible to perform or participate in any acts, omissions, or decisions of the Borrower; and

c. The Borrower does not have any claims, causes of action or defenses to their obligations to Lender based on any allegations of management or control exercised by the Lender. The Borrower and Lender, and each of them, acknowledge and agree that the Lender do not manage or control them in any way.

9. Release of Lender.

a. Except for the obligations of Lender under this Agreement, the Borrower (referred to herein as “**Releasor**”), for themselves, and Releasor’s successors, assigns, heirs and affiliates, and each of them, shall and do hereby forever relieve, release and discharge Lender, and their successors, assigns, past and present attorneys, accountants, representatives, affiliates, parents, partners, officers, directors, employees and stockholders, jointly and severally, from any and all claims, debts, liabilities, demands, obligations, promises, acts, agreements, costs and expenses (including, but not limited to, attorneys’ fees), damages, injuries, actions and causes of actions, of whatever kind or nature, whether legal or equitable, known or unknown, suspected or unsuspected, contingent or fixed, including, without limitation, those based upon, arising out of, appertaining to, or in connection with the matters of fact alleged or set forth in this Agreement, the Loan Documents or the lending relationship between Lender on the one hand, and the Borrower, on the other hand, and any and all real and personal property collateral, jointly and severally.

b. Releasor acknowledges that it is aware that it may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which it now knows or believes to be true. Nevertheless, it is the intention of Releasor, through this Agreement, to fully, finally and forever release all such matters, and all claims relative thereto, which now exist, may exist, or heretofore have existed. In furtherance of such intention, the releases herein given shall be and remain in effect as a full and complete release of such matters notwithstanding the discovery or existence of any such additional or different claims or facts relative thereto, and Releasor hereby waives any right or claim that might arise as a result of such additional or different claims or facts.

c. In entering into the release provided for in this Agreement, Releasor recognizes that no facts or representations are ever absolutely certain; accordingly, it assumes the risk of any mistake, and if it should subsequently discover that any understanding of the facts or of the law was incorrect, said party shall not be entitled to set aside this release by reason thereof, regardless of any mistake of fact or law.

d. Releasor is the sole and lawful owner of all right, title and interest in and to every claim and other matter which it purports to release herein, and it has not assigned or transferred, or purported to assign or transfer to any person or entity any claims or other matters herein released. Releasor shall and hereby does indemnify, defend and hold Lender harmless from and against any claims, liabilities, actions, causes of action, demands, injuries, damages, costs, and expenses (including, but not limited to, attorneys’ fees), based upon or arising in connection with any such prior assignment or transfer, or any such purported assignment or transfer, or any claims or other matters released herein.

10. **Miscellaneous.**

a. No Novation. This Agreement is not a novation, nor is it to be construed as a release or modification of any of the terms, conditions, warranties, waivers, or rights set forth in the Loan Documents, except as expressly set forth herein.

b. Binding Agreements. This Agreement and the releases contained herein are intended to be final and binding against the Borrower, and Borrower acknowledges that the Lender is expressly relying on the finality of this Agreement as a substantial, material factor inducing the Lender's and Lender's execution of this Agreement.

c. Survival of Warranties. All agreements, representations and warranties made herein shall survive the execution and delivery of this Agreement.

d. Failure or Indulgence Not Waiver; No Waiver. No failure or delay on the part of the Lender in the exercise of any right, power, or privilege hereunder or under the documents or instruments referred to herein shall operate as a waiver thereof, and no single or partial exercise of any such power, right, or privilege shall preclude a further exercise of any right, power, or privilege. Borrower acknowledge and agree that neither the execution nor the delivery of this Agreement shall (a) be deemed to create a course of dealing or otherwise obligate Lender to execute similar amendments under the same or similar circumstances in the future or (b) be deemed to create any implied waiver of any right or remedy of Lender with respect to any term or provision of the Loan Documents.

e. Applicable Law. This Agreement and the Loan Documents and the rights and obligations of the parties hereto and thereto, shall be governed by and construed in accordance with the laws of the State of New York (including N.Y. Gen. Oblig. Law § 5-1401), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York. The provisions of Section 18 of the First Loan Agreement are expressly incorporated herein.

f. Assignability. This Agreement shall be binding upon and inure to the benefit of Lender and the Borrower, and their respective successors and assigns, except that the Borrower's rights hereunder are not assignable without the prior written consent of the Lender, which consent Lender may give or withhold in its sole and absolute opinion and judgment.

g. Expenses and Fees.

i. The Borrower shall reimburse the Lender for its reasonable fees, costs, and expenses including, without limitation, attorneys' fees in connection with the negotiation, preparation, and administration of this Agreement and the Loan Documents; provided, that unless a Forbearance Termination Event occurs, such expenses of Lender's counsel shall be capped at \$20,000 (Twenty Thousand US Dollars).

ii. In the event that Lender employs attorneys to remedy, prevent, or obtain relief from a breach or default of this Agreement, or any of the Loan Documents, arising out of a breach or default of this Agreement, or any of the Loan Documents, or in connection with or contesting the validity of this Agreement, or any of the Loan Documents, any of the terms, covenants, provisions, and all conditions hereof or thereof, or any of the matters referred to herein or therein or in connection with any bankruptcy or Judicial Action (as hereinafter defined), Lender shall be entitled to be reimbursed for all of its attorneys' fees, whether or not suit is filed and including, without limitation, those incurred in each and every action, suit, or proceeding, including any and all appeals and petitions therefrom and all fees and costs incurred by Lender. As used in this Section, the term "Bankruptcy or Judicial Action" shall mean any voluntary or involuntary case filed by or against the Borrower under the United States Bankruptcy Code, or any voluntary or involuntary petition in composition, readjustment, liquidation, or dissolution, or any state and federal bankruptcy law action filed by or against the Borrower any action where the Borrower is adjudicated as bankrupt or insolvent, any action for dissolution of the Borrower or any action in furtherance of any of the foregoing, or any other action, case, or proceeding that has the effect of staying (or in which a stay is being obtained against) the enforcement by the Lender of its rights and remedies under this Agreement and/or the Loan Documents.

h. Modifications and Amendments. This Agreement may be modified or amended only by written agreement duly executed by the parties to this Agreement.

i. Integration. This Agreement and the Loan Documents constitute a single, integrated written contract expressing the entire agreement of the parties hereto relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any party hereto with respect to the subject matter hereof, except as specifically set forth in this Agreement and the Loan Documents.

j. Severability. If any provision of this Agreement is found to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provisions shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by severance from this Agreement.

k. Acknowledgment of Waiver. The parties represent and warrant that all of the waivers, warranties, and promises set forth in this Agreement are made after an opportunity to consult with legal counsel of their choosing and with an understanding of their significance and consequence and that they are reasonable.

l. Time of Essence. The parties hereto expressly acknowledge and agree that time is of the essence and that all deadlines and time periods provided for under this Agreement are ABSOLUTE AND FINAL.

m. Execution in Counterpart. This Agreement may be executed and delivered in two or more counterparts, each of which, when so executed and delivered, shall be an original, and such counterparts together shall constitute but one and the same instrument and agreement, and this Agreement shall not be binding on any party until all parties have executed it.

n. Conflict. To the extent that any term, provision or condition of any of the Loan Documents conflict with this Agreement, the term, provision or condition of this Agreement shall control.

o. Notices. Any notice required to be given hereunder shall be given at the address or facsimile telephone number as set forth in the applicable Loan Document.

p. Other Relationships. This Agreement only pertains to the Obligations. The parties acknowledge that they may, now or in the future, have other lending or borrowing relationships, none of which are affected by this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have approved and executed this Agreement as of the date and year first written above.

LENDER:

BESS VENTURES AND ADVISORY, LLC

By: /s/ Lane Bess

Name: Lane Bess

Title: Owner-Manager

[Signatures Continue On Following Page.]

[Signature Page to Forbearance Agreement]

BORROWER:

BURTECH LP LLC

By: /s/ Shahal Khan

Name: Shahal Khan

Title: Managing Member

[End of Signatures.]

[Signature Page to Forbearance Agreement]

Annex A

EXHIBIT A

COLLATERAL DESCRIPTION

The Collateral consists of all of Debtor's right, title and interest in and to the following personal property and assets (both tangible and intangible) whether now owned or hereafter acquired, wherever located:

(a) (i) Senior secured convertible notes with an aggregate principal amount up to \$13,000,000 purchased by Debtor (the "Notes") pursuant to that certain Note Purchase Agreement, dated as of July 3, 2023, by and among Blaize, Inc., a Delaware corporation (the "Company"), and the lenders party thereto from time to time as amended, amended and restated, supplemented or modified from time to time (the "NPA"), (ii) any securities issued upon the conversion thereof, and (iii) all of Debtor's rights, title and interests under the NPA, the Security Agreement (as defined in the NPA), the IP Security Agreement (as defined in the NPA), and all other financing statements, agreements, instruments and documents granting, perfecting or protecting a security interest in the Company's assets to secure the Notes, in each case, with respect to the Notes (including all rights as a "Lender" under the NPA or Notes or "Secured Party" under the Security Agreement, and including, for the avoidance of doubt, the security interest held by Debtor in certain of the Company's assets pursuant to the Security Agreement);

(b) 3,000,000 shares of Class A Common Stock of BurTech Acquisition Corp. (representing (i) 1,000,000 shares subject to transfer obligations in favor of the Secured Party pursuant to that certain 10% Promissory Note March 31, 2024 by and between Debtor and the Secured Party, and (ii) an additional 2,000,000 shares); and

(c) All Debtor's books and records relating to the foregoing, and any and all claims, rights and interests in any of the above and all Proceeds, substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, and insurance proceeds of any or all of the foregoing.

Terms used in this Exhibit A but not defined shall have the meaning given to such terms in the UCC.

Annex B

UCC Amendment

[See attached]
