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

**SCHEDULE 13D**

Under the Securities Exchange Act of 1934  
(Amendment No. \_\_\_\_\_)\*

**First Light Acquisition Group, Inc.**  
(Name of Issuer)

**Class A Common Stock, par value \$0.0001 per share**  
(Title of Class of Securities)

**095428108**  
(CUSIP Number)

**Jackson Investment Group, LLC**  
**2655 Northwinds Parkway**  
**Alpharetta, GA 30009**  
**Attention: Jay D. Mitchell, General Counsel**  
**770-643-5612**

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

**September 12, 2022**  
(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 Schedule 13D, and is filing this schedule because of 17 C.F.R. § 240.13d-1(e), 17 C.F.R. § 240.13d-1(f), or 17 C.F.R. § 240.13d-1(g), check the following box.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See 17 C.F.R. § 240.13d-7 for other parties to whom copies are to be sent.

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).

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<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> Jackson Investment Group, LLC 20-5783109	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> WC	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> State of Georgia, United States of America	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 0
	<b>8</b>	<b>SHARED VOTING POWER</b> 450,000*
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 450,000*
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 450,000*	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 9.8%**	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> OO	

\*Consists of 450,000 shares of Class B common stock, par value \$0.0001 per share (the "Class B Common Stock"), of First Light Acquisition Group, Inc. (the "Issuer"). The shares of Class B Common Stock have no expiration date and are convertible into shares of Class A common stock, par value \$0.0001 per share (the "Class A Common Stock"), of the Issuer.

\*\*Based on 4,578,024 shares of Class A Common Stock outstanding, which is the sum of (i) 4,128,024 shares of Class A Common Stock outstanding as reported in the Issuer's Current Report on Form 8-K filed with the Securities and Exchange Commission ("SEC") on September 16, 2022, and (ii) 450,000 shares of Class A Common Stock issuable upon the conversion of the 450,000 shares of Class B Common Stock reported herein.

<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> Richard L. Jackson	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP</b> (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> AF	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> United States of America	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 0
	<b>8</b>	<b>SHARED VOTING POWER</b> 450,000*
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 450,000*
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 450,000*	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 9.8%**	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> IN	

\*Consists of 450,000 shares of Class B Common Stock of the Issuer. The shares of Class B Common Stock have no expiration date and are convertible into shares of Class A Common Stock of the Issuer.

\*\*Based on 4,578,024 shares of Class A Common Stock outstanding, which is the sum of (i) 4,128,024 shares of Class A Common Stock outstanding as reported in the Issuer's Current Report on Form 8-K filed with the SEC on September 16, 2022, and (ii) 450,000 shares of Class A Common Stock issuable upon the conversion of the 450,000 shares of Class B Common Stock reported herein.

**Item 1. Security and Issuer**

This statement on Schedule 13D (the “Statement”) relates to the shares of Class A common stock, par value \$0.0001 per share (“Class A Common Stock”), of First Light Acquisition Group, Inc., a Delaware corporation (the “Issuer”), beneficially owned by the reporting persons named herein (each, individually, a “Reporting Person” and, collectively, the “Reporting Persons”). The principal executive offices of the Issuer are located at 11110 Sunset Hills Road, #2278, Reston, VA 20190.

**Item 2. Identity and Background**

(a) – (c) This Statement is being filed jointly by the following Reporting Persons:

(1) Jackson Investment Group, LLC, is a Georgia limited liability company (“JIG LLC”). Its business is investing and originating loans for its own account and acting as a holding company for a number of operating companies engaged in health care staffing and related businesses. Its business address is 2655 Northwinds Parkway, Alpharetta, GA 30009.

(2) Richard L. Jackson is a resident of the State of Georgia. His business address is 2655 Northwinds Parkway, Alpharetta, GA 30009. Mr. Jackson is the Chairman, Chief Executive Officer, President and sole manager of JIG LLC.

Certain information regarding the executive officers of JIG LLC, responsive to this Item 2 is set forth in Exhibit 99.1 attached hereto and incorporated herein.

(d) During the last five years, neither of the Reporting Persons nor, to their knowledge, any of the persons identified in Exhibit 99.1 has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, neither of the Reporting Persons nor, to their knowledge, any of the persons identified in Exhibit 99.1 has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding 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) Richard L. Jackson and each of the persons identified in Exhibit 99.1 is a citizen of the United States of America.

**Item 3. Source and Amount of Funds or Other Considerations**

On September 12, 2022, JIG LLC acquired an aggregate of 450,000 shares of Class B Common Stock of the Issuer (the “Shares”) from First Light Acquisition Group, LLC, a Delaware limited liability company (“FLAG LLC”), and Metric Finance Holdings I, LLC (“Metric” and, together with FLAG LLC, the “Sellers”), for aggregate consideration of \$450,000. The Shares were acquired in a private placement transaction pursuant to the terms of a Share Purchase Agreement, dated September 12, 2022 (the “SPA”), by and among JIG LLC and the Sellers.

The acquisition of the Shares was funded by JIG LLC through use of its working capital funds. The source of those funds was distributions or loans from a subsidiary, Jackson Healthcare Staffing Holdings, LLC, a Georgia limited liability company. The subsidiary maintains a revolving credit facility with Bank of America, N.A., and borrows under that facility from time to time to fund some of the working capital needs of its parent, JIG LLC, through distributions and loans.

**Item 4. Purpose of Transaction**

The purpose of the acquisition of the Shares was solely for investment. The Reporting Persons have no plans or proposals which relate to or would result in any of the events described in (a) through (j) of Item 4, except as described herein and as follows.

Pursuant to the terms of the SPA, JIG LLC has agreed to purchase (i) an additional 450,000 shares of Class B Common Stock from the Sellers for additional consideration of \$450,000, subject to the completion of certain milestones (the “Second Tranche Milestone”) with respect to a possible business combination between the Issuer and a private entity approved in writing by JIG LLC (the “Business Combination”) and (ii) an additional 200,000 shares of Class B Common Stock from the Sellers for additional consideration of \$200,000, subject to the completion of certain further milestones (the “Third Tranche Milestones”) with respect to the Business Combination. The Second Tranche Milestones include the execution of a letter of intent, the completion of certain confirmatory diligence and the exchange of a draft business combination agreement and the development of a public company readiness plan and investor roadmap. The Third Tranche Milestones include the execution and announcement of a business combination agreement and the public filing of a proxy statement/registration statement related thereto. The SPA is attached hereto as Exhibit 99.2 and is incorporated by reference herein.

The Reporting Persons intend to continually review their investment in the Issuer. Depending upon (u) the Issuer's businesses, assets and prospects, (v) the contractual provisions, limitations and other terms of JIG LLC's agreements with the Issuer, (w) other plans and requirements of the Reporting Persons, (x) general economic conditions and overall market conditions and the ability of the Reporting Persons to carry out transactions without liability under Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), (y) the price at which shares of the Class A Common Stock and/or Class B Common Stock are available (1) for purchase, including through private or public offerings or (2) for sale, and (z) availability of alternative investment opportunities and the Reporting Persons' investment strategy at the time, the Reporting Persons may seek to increase or decrease their holdings of the securities of the Issuer and may seek to engage in communications with management or the board of directors of the Issuer or with the sponsor or other stockholders of the Issuer concerning the Issuer's businesses, prospects, operations, strategy, personnel, directors, ownership and capitalization, including, without limitation, with respect to the Issuer's initial business combination, and either individually or together with others may make proposals with respect to the Issuer that may involve one or more of the types of transactions specified in clauses (a) through (j) of Item 4 of Schedule 13D.

**Item 5. Interest in Securities of the Issuer**

The following disclosure assumes 4,578,024 shares of Class A Common Stock outstanding, which is the sum of (i) 4,128,024 shares of Class A Common Stock outstanding as reported in the Issuer's Current Report on Form 8-K filed with the SEC on September 16, 2022, and (ii) 450,000 shares of Class A Common Stock issuable upon the conversion of the 450,000 shares of Class B Common Stock reported herein.

(a) Pursuant to Rule 13d-3 of the Exchange Act, the Reporting Persons may be deemed to beneficially own the 450,000 shares of Class A Common Stock issuable upon the conversion of the 450,000 shares of Class B Common Stock held by the Reporting Persons as of the date hereof, which constitutes approximately 9.8% of the outstanding shares of Class A Common Stock. Richard L. Jackson disclaims beneficial ownership of all of the shares reported to be beneficially owned by him except to the extent of his pecuniary interest therein.

(b) The Reporting Persons share the power to vote and direct the disposition of all 450,000 shares of Class A Common Stock reported as being beneficially owned.

(c) On September 12, 2022, JIG LLC acquired 450,000 shares of Class B Common Stock from the Sellers. This transaction is more fully described in Items 3 and 4 of this Schedule.

(d) No person other than the Reporting Persons are known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the securities reported herein.

(e) Not applicable.

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

The responses to Items 3 and 4 and Exhibit 99.2 are incorporated herein.

On September 12, 2022, JIG LLC entered into the SPA with the Sellers. Also on September 12, 2022, in connection with its entry into the SPA, JIG LLC entered into a letter agreement (the "Letter Agreement") with the Issuer, pursuant to which JIG LLC agreed (1) to vote its shares of Class B Common Stock in favor of each director nominated by the board of directors of the Issuer for election to the board of directors of the Issuer and (2) if the Issuer seeks stockholder approval of a proposed merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination, (a) to vote any shares of capital stock owned by JIG LLC in favor of such proposal and (b) not redeem any shares of capital stock owned by JIG LLC in connection with such stockholder approval. The Letter Agreement is attached hereto as Exhibit 99.3 and is incorporated by reference herein. In addition, pursuant to the SPA, the Sellers agreed to cause JIG LLC to be added as a party to that certain Registration and Stockholder Rights Agreement, dated September 9, 2021, among the Issuer and the Sellers, for the purpose of providing JIG LLC with the same registration rights as those provided to the Sellers therein with respect to the securities purchased by JIG LLC pursuant to the SPA.

On September 21, 2022, the Reporting Persons entered into a joint filing agreement in accordance with Rule 13d-1(k) under the Exchange Act pursuant to which a Statement on Schedule 13D with respect to the Class A Common Stock would be filed jointly by them. The Joint Filing Agreement is attached hereto as Exhibit 99.4 and is incorporated herein by reference.

**Item 7. Material to be Filed as Exhibits**

[Exhibit 99.1](#) Executive Officers of Jackson Investment Group, LLC

[Exhibit 99.2](#) Share Purchase Agreement, dated as of September 12, 2022, by and among Jackson Investment Group, LLC, First Light Acquisition Group, LLC, and Metric Finance Holdings I, LLC

[Exhibit 99.3](#) Letter Agreement, dated as of September 12, 2022, by and among Jackson Investment Group, LLC and First Light Acquisition Group, Inc.

[Exhibit 99.4](#) Joint Filing Agreement

***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.

Date: September 21, 2022

JACKSON INVESTMENT GROUP, LLC

By: /s/ Richard L. Jackson  
Richard L. Jackson, Chief Executive Officer

Date: September 21, 2022

/s/ Richard L. Jackson  
Richard L. Jackson

**Jackson Investment Group, LLC**

The business address of the following officers of Jackson Investment Group, LLC, is c/o Jackson Investment Group, LLC, 2655 Northwinds Parkway, Alpharetta, GA 30009.

<b>Name of Officer</b>	<b>Principal Occupation</b>
Leslie M. Kurtz	Chief Financial Officer of Jackson Investment Group, LLC, and its subsidiaries
Jay D. Mitchell	Secretary and General Counsel of Jackson Investment Group, LLC, and its subsidiaries

## SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (this “Agreement”) is entered into as of September 12, 2022 by and between First Light Acquisition Group, LLC, a Delaware series limited liability company (all of the series being collectively, the “Company”), Metric Finance Holdings I, LLC (“Metric”, and together with the Company, the “Sellers”), and Jackson Investment Group, LLC, a Delaware limited liability company (the “Investor”).

WHEREAS, the Sellers hold shares of Class B Common Stock, \$0.0001 par value per share (the “Shares”), of First Light Acquisition Group, Inc. (“FLAG”); and

WHEREAS, the Investor desires to acquire up to 1,100,000 Shares from the Sellers at a purchase price of \$1.00 per share, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and subject to the terms and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows. For the avoidance of doubt, the obligations of the Sellers hereunder shall be several and not joint, or joint and several.

### 1. Purchase and Sale.

(a) Subject to the terms and conditions set forth herein, the Sellers shall sell to Investor, and Investor shall purchase from the Sellers, up to 1,100,000 Shares, at a purchase price of \$1.00 per share (the “Purchase Price”) for an aggregate purchase price of up to \$1,100,000, in accordance with the allocation schedule attached hereto as Exhibit A, as further described herein.

(b) An initial purchase by the Investor from the Sellers of \$450,000 (the “Initial Investment”) shall be made by the Investor on or before September 12, 2022, payable by wire transfer of immediately available funds to accounts designated in writing by the Company and Metric.

(c) The remaining Shares shall be purchased by the Investor from the Sellers in two additional installments upon the receipt of a certificate (a “Milestone Confirmation”) from an officer of the Company certifying the achievement of the following milestones with respect to a possible business combination between FLAG and a private entity approved in writing for this purpose by the Investor (each, a “Milestone” and the corresponding payment, a “Milestone Payment”):

<i>Milestone Amount</i>	<i>Date</i>	<i>Milestone</i>
\$450,000 (upon completion of Milestones 1, 2 and 3)	10/10/22	1. Execution of Letter of Intent 2. Completion of confirmatory diligence (technical, financial, operation and sales/marketing) and a draft Business Combination Agreement / Definitive Agreement exchanged 3. Development of public company readiness plan and investor roadmap

\$200,000 (upon completion of Milestones 4 and 5)

12/12/22

4. Executed and announced Business Combination Agreement  
5. Publicly filed Proxy Statement/Registration Statement

If an applicable Milestone has not been achieved by the date specified above, the Milestone Payments shall be due as soon thereafter as such Milestone is achieved .

(d) Concurrently with the execution of this Agreement, the Investor shall enter into a letter agreement with FLAG, substantially in the form attached hereto as Exhibit B.

2. Initial Closing.

(a) The consummation of the Initial Investment (the "Initial Closing") shall occur on September 12, 2022.

(b) At the Initial Closing:

- i) Investor shall deliver to the Company and Metric the amount of the Initial Investment, as set forth on Exhibit A, in cash, by wire transfer of immediately available funds to accounts of the Company and Metric designated in writing by the Company and Metric to Investor;
- ii) the Company and Metric shall effect delivery of 450,000 Shares to the Investor; and
- iii) the Company and Metric shall cause the Investor to be added as a party to that certain Registration and Stockholder Rights Agreement dated September 9, 2021 among FLAG, the Company and Metric, for the purpose of providing the Investor with the same registration rights provided to the Company and Metric therein with respect to the Shares being purchased by Investor.

3. Milestone Closings.

(a) The consummation of each subsequent closing (each, a "Milestone Closing") shall occur within two business days of the receipt of a Milestone Certificate.

(b) At each Milestone Closing:

- i) Investor shall deliver to the Company and Metric the amount of the applicable Milestone Payment, as set forth on Exhibit A, in cash, by wire transfer of immediately available funds to accounts of the Company and Metric designated in writing by the Company and Metric to Investor; and
- ii) the Company and Metric shall effect delivery of the applicable number of Shares to the Investor.

4. Company Representations. In connection with the transactions contemplated hereby, the Company represents and warrants to the Investor that:

(a) Organization and Corporate Power; Due Authorization. The Company is a Delaware limited liability company duly organized, validly existing and in good standing under the laws of its jurisdiction of formation, and is qualified to do business in every jurisdiction in which the failure to so qualify would reasonably be expected to have a material adverse effect on the financial condition, operating results or assets of the Company. The Company possesses all requisite power and authority necessary to enter into this Agreement and to carry out the transactions contemplated by this Agreement. Upon execution and delivery by the Company and the other parties hereto, this Agreement will be a legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance or similar laws affecting the enforcement of creditors' rights generally and subject to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). The Shares to be sold by the Company have been duly authorized, and are fully paid and non-assessable.

(b) No Conflicts. The execution, delivery and performance of this Agreement and the consummation by the Company of the transactions contemplated hereby do not violate, conflict with or constitute a default under (i) the Company's limited liability company agreement, (ii) any agreement, indenture or instrument to which the Company is a party or by which the Shares owned by the Company are bound or (iii) any law, statute, rule or regulation to which the Company is or such Shares are subject, or any agreement, order, judgment or decree to which the Company is or such Shares are subject

(c) Title to Securities. The Company is the owner of the Shares being sold by it. Upon delivery in accordance with, and payment pursuant to, the terms hereof, the Investor will have or receive good title to the such, free and clear of all liens, claims and encumbrances of any kind, other than (i) transfer restrictions under federal and state securities laws, and (ii) liens, claims or encumbrances imposed due to the actions of the Investor.

(d) Use of Proceeds. The proceeds to the Sellers from the Sale of the Shares will be used by the Sellers to fund the Extension Loan (as such term is defined in the Definitive Proxy Statement filed by FLAG on August 23, 2022) and general working capital purposes of FLAG.

5. Metric Representations. In connection with the transactions contemplated hereby, Metric represents and warrants to the Investor that:

(a) Organization and Corporate Power; Due Authorization. Metric is a Delaware limited liability company duly organized, validly existing and in good standing under the laws of its jurisdiction of formation, and is qualified to do business in every jurisdiction in which the failure to so qualify would reasonably be expected to have a material adverse effect on the financial condition, operating results or assets of Metric. Metric possesses all requisite power and authority necessary to enter into this Agreement and to carry out the transactions contemplated by this Agreement. Upon execution and delivery by Metric and the other parties hereto, this Agreement shall be a legal, valid and binding agreement of Metric, enforceable against Metric in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance or similar laws affecting the enforcement of creditors' rights generally and subject to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). The Shares to be sold by Metric have been duly authorized, and are fully paid and non-assessable.

(b) No Conflicts. The execution, delivery and performance of this Agreement and the consummation by Metric of the transactions contemplated hereby do not violate, conflict with or constitute a default under (i) Metric's limited liability company agreement, (ii) any agreement, indenture or instrument to which Metric is a party or by which the Shares owned by Metric are bound or (iii) any law, statute, rule or regulation to which Metric is or such Shares are subject, or any agreement, order, judgment or decree to which Metric is or such Shares are subject

(c) Title to Securities. Metric is the owner of the Shares being sold by it. Upon delivery in accordance with, and payment pursuant to, the terms hereof, the Investor will have or receive good title to such Shares, free and clear of all liens, claims and encumbrances of any kind, other than (i) transfer restrictions under federal and state securities laws, and (ii) liens, claims or encumbrances imposed due to the actions of the Investor.

6. Investor Representations. In connection with the transactions contemplated hereby, the Investor represents and warrants to the Company and Metric that:

(a) Organization and Authority. The Investor is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation and possesses all requisite power and authority necessary to enter into this Agreement and to carry out the transactions contemplated by this Agreement. Upon execution and delivery by the Investor and the other parties hereto, this Agreement shall be a legal, valid and binding agreement of the Investor, enforceable against the Investor in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance or similar laws affecting the enforcement of creditors' rights generally and subject to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

(b) No Conflicts. The execution, delivery and performance of this Agreement and the consummation by the Investor of the transactions contemplated hereby do not violate, conflict with or constitute a default under (i) the formation and governing documents of the Investor, (ii) any agreement, indenture or instrument to which the Investor is a party or (iii) any law, statute, rule or regulation to which the Investor is subject, or any agreement, order, judgment or decree to which the Investor is subject.

(c) Experience, Financial Capability and Suitability. The Investor is: (i) sophisticated in financial matters, is able to evaluate the risks and benefits of the investment in the Shares and has the capacity to protect its own interests, (ii) able to bear the economic risk of its investment in the Shares for an indefinite period of time because the Shares have not been registered under the Securities Act (as defined below) and therefore cannot be sold unless subsequently registered under the Securities Act or an exemption from such registration is available.

(d) Accredited Investor. The Investor represents that it is an “accredited investor” as such term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the “Securities Act”) and acknowledges the sale contemplated hereby is being made in reliance on a private placement exemption under the Securities Act only to persons who are “accredited investors” within the meaning of Rule 501(a) of Regulation D under the Securities Act or similar exemptions under state law.

(e) Restrictions on Transfer. The Investor understands that (i) the Shares will be “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act, and (ii) the Shares or the book-entries representing the Shares will contain a legend in respect of such restrictions. If in the future the Investor decides to offer, resell, pledge or otherwise transfer the Shares, such Shares may be offered, resold, pledged or otherwise transferred only pursuant to registration under the Securities Act, or an available exemption from registration.

7. Termination.

(a) If, following the Initial Closing, the date by which FLAG must complete its initial business combination is not extended beyond September 14, 2022 (with FLAG continuing to meet New York Stock Exchange listing criteria upon completion of such extension), the Company and Metric shall each return its applicable portion of the Initial Investment to the Investor, payable by wire transfer of immediately available funds to an account designated in writing by the Investor, and the Investor shall return the Shares to the Company and Metric if the same have theretofore been transferred to the Investor.

(b) Following the Initial Closing, the parties may mutually agree in writing, at any point, to terminate discussions regarding a potential business combination with respect to the private entity approved by the Investor pursuant to Section 1(c) above, and, in such event, the Investor will have no obligation to fund any subsequent Milestone Payment.

8. Miscellaneous.

(a) Survival of Representations and Warranties. All representations and warranties made by the parties hereto in this Agreement or in any other agreement, certificate or instrument provided for or contemplated hereby, shall survive the execution and delivery hereof, any investigations made by or on behalf of the parties and the consummation of the transactions contemplated by this Agreement.

(b) Severability. In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Agreement shall be unenforceable in any respect, then such provision shall be deemed limited to the extent that such court deems it enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision, or portion thereof, wholly unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

(c) Governing Law; Jurisdiction. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of New York applicable to contracts wholly performed within the borders of such state, without giving effect to the conflict of law principles thereof. The parties hereby irrevocably and unconditionally (i) submit to the jurisdiction of the state courts of New York and the United States District Court for the Southern District of New York for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in state courts of New York or the United States District Court for the Southern District of New York, and (iii) waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

(d) Specific Performance. Each party hereto agrees that irreparable damage may occur in the event any provision of this Agreement was not performed by any of the other parties hereto in accordance with the terms hereof and that the such party shall be entitled to seek specific performance of the terms hereof, in addition to any other remedy at law or equity.

(e) Counterparts. This Agreement may be executed in one or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other parties, it being understood that all parties need not sign the same counterpart. The words “execution”, “signed”, “signature” and words of like import in this Agreement and the Registration Rights Agreement or in any certificate, agreement or document related to this Agreement and the Registration Rights Agreement shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, “pdf”, “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the U.S. Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act of the United States or the Uniform Commercial Code of the United States.

(f) Trust Account; Waiver of Liquidation Distributions; Redemption Rights. In connection with the Shares purchased pursuant to this Agreement, the Investor hereby waives any and all right, title, interest or claim of any kind (“Claim”) in or to any distributions by FLAG from the trust account that was established for the benefit of FLAG’s public stockholders (the “Trust Account”), whether in the event of a liquidation of FLAG upon FLAG’s failure to timely complete an initial business combination or otherwise. In no event will the Investor have the right to redeem any Shares and receive any funds held in the Trust Account upon the successful completion of an initial business combination. In the event the Investor has any Claim against FLAG under this Agreement, the Investor shall pursue such Claim solely against FLAG and its assets outside the Trust Account and not against the property or any monies in the Trust Account. For purposes of clarity, the Investor is not waiving any redemption right or claim to funds held in the Trust Account for shares or units purchased in FLAG’s initial public offering or public aftermarket.

*[Signatures appear on following pages.]*

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

**FIRST LIGHT ACQUISITION GROUP, LLC**

**By: William J. Weber, on behalf of Series 1 through Series 15 of  
First Light Acquisition Group, LLC, a Delaware series limited  
liability company**

By: /s/ William J. Weber  
Name: William J. Weber  
Title: Manager

Address:

First Light Acquisition Group, LLC  
11110 Sunset Hills Road #2278  
Reston, VA 20190  
Attention: Michael J. Alber  
E-mail: [mike.alber@firstlightacquisition.com](mailto:mike.alber@firstlightacquisition.com)

*[Signature page to Share Purchase Agreement]*

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By: /s/ Michael Constantino  
Name: Michael Constantino  
Title: Chief Financial Officer

Address:

Metric Finance Holdings I,  
LLC 330 Madison Avenue  
New York, New York 10017  
Attention: Legal Department

*[Signature page to Share Purchase Agreement]*

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JACKSON INVESTMENT GROUP, LLC

By: /s/ Richard L. Jackson  
Name: Richard L. Jackson  
Title: Chief Executive Officer

Address:

Jackson Investment Group, LLC  
2655 Northwinds Parkway  
Alpharetta, GA 30009  
Tel: 770-643-5500  
Richard L. Jackson, Chief Executive Officer

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Exhibit A

Seller	Amount of Initial Investment	First Milestone	Second Milestone
First Light Acquisition Group, LLC	\$336,233	\$336,233	\$150,000
Metric Finance Holding I LLC	\$113,767	\$113,767	\$50,000
Total	\$450,000	\$450,000	\$200,000

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September 12, 2022

First Light Acquisition Group, Inc.  
11110 Sunset Hills Road #2278  
Reston, VA 20190

Re: Sale of Class B Shares of First Light Acquisition Group, Inc.

Ladies and Gentlemen:

This letter agreement (this "Letter Agreement") is being delivered to First Light Acquisition Group, Inc. (the "Company") in connection with the acquisition of shares of Class B common stock, par value \$0.0001 per share (the "Shares") by Jackson Investment Group, LLC (the "Investor"), pursuant to that certain Share Purchase Agreement by and among First Light Acquisition Group, LLC, Metric Finance Holdings I, LLC and the Investor, dated as of the date hereof (the "Purchase Agreement").

NOW, THEREFORE, in consideration of the mutual promises and subject to the terms and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Investor agrees to vote all Shares as to which it is entitled to exercise voting rights in favor of each director nominated by the board of directors of the Company (or the nominating committee thereof) for election to the board of directors of the Company.
  2. The Investor agrees that if the Company seeks stockholder approval of a proposed merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination (a "Business Combination"), involving the Company and one or more businesses, then in connection with such proposed Business Combination, it, he or she shall (i) vote any shares of capital stock owned by it, him or her in favor of any proposed Business Combination and (ii) not redeem any shares of capital stock owned by it, him or her in connection with such stockholder approval.
  3. This Letter Agreement constitutes the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersedes all prior understandings, agreements, or representations by or among the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof. This Letter Agreement may not be changed, amended, modified or waived as to any particular provision, except by a written instrument executed by all parties hereto.
  4. This Letter Agreement shall be binding on the Investor and its respective successors, heirs and assigns and permitted transferees.
  5. This Letter Agreement may be executed in any number of original or facsimile counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.
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6. This Letter Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Letter Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Letter Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.
7. This Letter Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. The parties hereto (i) all agree that any action, proceeding, claim or dispute arising out of, or relating in any way to, this Letter Agreement shall be brought and enforced in the courts of New York City, in the State of New York, and irrevocably submit to such jurisdiction and venue, which jurisdiction and venue shall be exclusive and (ii) waive any objection to such exclusive jurisdiction and venue or that such courts represent an inconvenient forum.
8. Any notice, consent or request to be given in connection with any of the terms or provisions of this Letter Agreement shall be in writing and shall be sent by express mail or similar private courier service, by certified mail (return receipt requested), by hand delivery or by facsimile or other electronic transmission.
9. This Letter Agreement shall terminate on the earlier of (i) the consummation of a Business Combination with an unaffiliated third party and (ii) the liquidation of the Company.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the undersigned duly executed this Letter Agreement (or caused this Letter Agreement to be executed on its behalf by its officer or representative thereto duly authorized) as of the day and year first written above.

**INVESTOR**

**JACKSON INVESTMENT GROUP, LLC**

By: /s/ Richard L. Jackson  
Name: Richard L. Jackson  
Title: Chief Executive Officer

**FIRST LIGHT ACQUISITION GROUP, INC.**

By: /s/ Michael J. Alber  
Name: Michael J. Alber  
Title: Chief Financial Officer

*[Signature Page to Letter Agreement]*

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JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, the undersigned agree to the joint filing on behalf of each of them of a Statement on Schedule 13D (including any and all amendments thereto) with respect to the Class A Common Stock, par value of \$0.0001 per share, of First Light Acquisition Group, Inc., and further agree that this Joint Filing Agreement shall be included as an Exhibit to such joint filings.

The undersigned further agree that each party hereto is responsible for the timely filing of such Statement on Schedule 13D and any amendments thereto, and for the accuracy and completeness of the information concerning such party contained therein; provided, however, that no party is responsible for the accuracy or completeness of the information concerning any other party, unless such party knows or has reason to believe that such information is inaccurate.

This Joint Filing Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

In witness whereof, each of the undersigned has executed this Agreement as of September 21, 2022.

JACKSON INVESTMENT GROUP, LLC

By: /s/ Richard L. Jackson  
Richard L. Jackson, Chief Executive Officer

/s/ Richard L. Jackson  
Richard L. Jackson

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