ASSET PURCHASE AGREEMENT

DATED AS OF SEPTEMBER 30, 2024

BY AND BETWEEN

ACCORD CAPX LLC

AND

ROSENTHAL & ROSENTHAL MIDWEST INC.

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "***Agreement***"), is dated as of September 30, 2024 and is made between **ACCORD CAPX LLC d/b/a Accord Equipment Finance** ("***Seller***"), a Delaware limited liability company and a wholly-owned subsidiary of Accord CapX Inc., a Delaware corporation, and **ROSENTHAL & ROSENTHAL MIDWEST INC.** ("***Buyer***"), an Illinois corporation and a wholly-owned subsidiary of Rosenthal & Rosenthal, Inc., a New York corporation.

WITNESSETH:

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller (and to assume certain liabilities associated with), the Purchased Assets (as defined below), all on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE I
DEFINITIONS; MATTERS OF CONSTRUCTION

1.1 Definitions. In this Agreement, the following terms have the meanings specified or referred to in this Section 1.1 and shall be equally applicable to both the singular and plural forms.

"**Accord Licensed Trademarks**" has the meaning specified in Section 8.5(a).

"Accounting Firm" means a firm of independent certified public accountants of nationally recognized standing and reasonably acceptable to each of Buyer and Seller.

"Accounts" mean any right to payment under any Portfolio Document.

"Adjustment Report" has the meaning specified in Section 3.4(b)(i).

"Advance" means (i) all invoice payments by Seller and other amounts (including "soft costs") financed or advanced by Seller with respect to any equipment subject to an Equipment Lease, Equipment Schedule or other Portfolio Document, (ii) all loans and advances made by Seller, whether directly, as lender or indirectly as a co-lender or participant to or on behalf of a Client, in either such case pursuant to a Portfolio Document and (iii) all other loans, payments and advances made by Seller to or for the account of such Client pursuant to a Portfolio Document.

"AFC" means Accord Financial Corp., an Ontario corporation and the indirect parent corporation of Seller.

"AFC Sale Transaction" has the meaning specified in Section 8.3(a).

"Affiliate" means, with respect to any Person, any other Person which directly or indirectly controls, is controlled by or is under common control with such Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreed Adjustments" has the meaning specified in Section 3.3(c).

"**Agreed Adjustments (Lease Verification)**" has the meaning specified in Section 3.5(c).

"**Agreed Adjustments (Loan Loss Reserve)**" has the meaning specified in Section 3.4(b)(iii).

"**Agreement**" has the meaning set forth in the initial recitals to this Agreement.

"**Assignment and Assumption Agreement**" means the Assignment and Assumption Agreement delivered at Closing, in the form of **Exhibit A** attached hereto.

"**Assumed Liabilities**" has the meaning specified in Section 2.3.

"**Bankruptcy**" shall mean, with respect to any Person, a proceeding resulting from such Person having (i) applied for, consented to or suffered 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, (ii) admitted in writing its inability to pay its debts as they become due, (iii) made a general assignment for the benefit of creditors, (iv) commenced a voluntary case under any state or federal bankruptcy laws, (v) been adjudicated a bankrupt or insolvent, (vi) filed a petition seeking to take advantage of any other law providing for the relief of debtors or (vii) acquiesced to, or failed to have dismissed, within thirty (30) days, any petition filed against it in any involuntary case under such bankruptcy laws.

"**Business**" means Seller's Equipment Finance Business.

"**Business Day**" means any day that is not a Saturday, Sunday or other day on which national banks are required or authorized by law to be closed in New York, New York.

"**Buyer**" has the meaning set forth in the initial recitals to this Agreement.

"**Buyer Employees**" has the meaning specified in Section 8.4.

"**Buyer Fundamental Representations and Warranties**" means, collectively, Section 6.1 (Organization of Buyer), Section 6.2 (Authority of Buyer), and Section 6.7 (No Finder).

"**Buyer Indemnified Parties**" has the meaning specified in Section 11.1.

"**Chicago Landlord**" means Thor 816 W Fulton Owner LLC, a Delaware limited liability company.

"**Chicago Lease**" means that certain Lease, entered into by and between Chicago Landlord and Seller, dated March 2022, as amended, with respect to the Chicago Office Space.

"**Chicago Office Space**" means the 2,881 rentable square feet of office space located on the 7th floor of 800 W. Fulton Market Street, Chicago, Illinois 60607.

"**Client**" means any Person set forth on the Portfolio Summary constituting a "client," "lessee" or "borrower" under a Portfolio Document and obligated (whether on a recourse, limited recourse or non-recourse basis) to Seller under a currently effective Portfolio Document.

"**Client Credit Files**" means the Record of all credit Files in the possession of Seller relating to the applicable Client; *provided that* if Seller has possession of any original paper credit Files, "Client Credit Files" shall include such original paper credit Files.

"Client Legal Files" means the Record of all Portfolio Documents relating to the applicable Client, including financing statements, in the possession of Seller, evidencing or otherwise executed or delivered in connection with such Portfolio Document; *provided that* if Seller has possession of any original paper Portfolio Documents, "Client Legal Files" shall include such original paper Portfolio Documents.

"Client-Owed Amounts" means any and all amounts owing or that may become owed by Clients to Seller through the Business pursuant to Portfolio Documents, including any and all rights to the payment of money or other consideration by Clients, whether arising pursuant to commitments made by Seller, from Advances, interest, chargebacks, commissions, fees, charges, and all other amounts owing or that may become owed to Seller through the Business by a Client by reason of a Client's obligations with respect to the Portfolio Documents.

"Closing" has the meaning specified in Section 4.1(a).

"Closing Date" has the meaning specified in Section 4.1(a).

"Closing Date Statement" has the meaning specified in Section 3.3(a).

"Closing Loan Loss Reserve" means the aggregate Stage 2 and 3 loan loss reserve amount as of the Closing Date in the amount of $406,000.00.

"Closing Payment" has the meaning specified in Section 3.3(a).

"Code" means the Internal Revenue Code of 1986, as amended through the date hereof.

"Commercial Tax Agreement" means customary commercial agreements that are not standalone tax agreements or agreements that are primarily related to Taxes, but that contain agreements or arrangements relating to the apportionment, sharing, assignment or allocation of Taxes (such as financing agreements with Tax gross-up obligations or leases with Tax escalation provisions).

"Court Order" means any judgment, order, decision, award, injunction, ruling, subpoena, verdict or decree of any foreign, federal, state, local or other court, tribunal or administrative agency and any award in any arbitration proceeding.

"Data Room" means the virtual data room established by Seller using Firmex, containing the documents, materials, and other information that such virtual data room contained as of 11:59 p.m. on the day immediately prior to the Closing Date.

"Disclosure Schedules" means the Disclosure Schedules delivered by (i) Seller and (ii) Buyer concurrently with the execution and delivery of this Agreement.

"Dispute" means any dispute, claim, offset, defense, counterclaim or any other reason for non-payment of a Portfolio Account.

"Dollars" or **"$"** means the lawful currency of the United States of America.

"**Effective Time**" means 9:00 a.m. (Eastern Time) on the Closing Date.

"Employees" means those employees of Seller whose duties are primarily in Seller's Equipment Finance Business.

"**Employment Agreement**" has the meaning specified in Section 2.3(b).

"**Encumbrance**" means any lien, encumbrance, security interest, mortgage, assessment, charge, deed of trust, pledge, conditional sale or other title retention agreement of any nature or kind.

"**End of Term Residuals**" means that amount set forth on Schedule 1.1(f), reflecting the minimum face value of certain rights that Seller holds with respect to the end of the term of certain Equipment Leases included in certain Portfolio Accounts, whether in the form of (i) a right, exercisable by the Client, to purchase the equipment subject to the applicable Equipment Lease that is part of such Client's applicable Portfolio Account; (ii) a right, exercisable by the Client, to refrain from purchasing the equipment subject to the applicable Equipment Lease that is part of such Client's applicable Portfolio Account and instead make certain additional, fixed payments with respect to such equipment; (iii) a right, exercisable by the Client, to renew such Equipment Lease for an additional period of time; and/or (iv) in the case of [redacted]*REDACTED CLIENT NAME*[redacted], a right, exercisable by [redacted]*REDACTED CLIENT NAME*[redacted], to refrain from purchasing the equipment subject to the applicable Equipment Lease that is part of such Client's applicable Portfolio Account, whereby [redacted]*REDACTED CLIENT NAME*[redacted]has a right to remarket or otherwise dispose of the equipment and [redacted]*REDACTED CLIENT NAME*[redacted] has provided residual support pursuant to a remarketing specification.

"**Equipment ABL Origination**" has the meaning specified in Section 8.3(a).

"**Equipment Finance Business**" means the business of providing financing to clients relating to the leasing of equipment in the United States of America pursuant to leases (including Equipment Leases and Equipment Schedules thereto); provided, that, the Equipment Finance Business shall not include (i) any equipment leasing activities outside of the United States of America and (ii) equipment loans, lines of credit or asset-backed lending that is used, in whole or in part, to finance the purchase of equipment or that is secured, in whole or in part, by equipment.

"**Equipment Lease**" means any master equipment lease, true lease, finance lease or other lease document related to the financing of equipment.

"**Equipment Schedule**" means a schedule or attachment to any Equipment Lease with respect to one or more pieces of financed equipment.

"**Excluded Assets**" has the meaning specified in Section 2.2.

"**Excluded Liabilities**" means all Liabilities arising out of, relating to or otherwise in respect of the Purchased Assets of the Business on or before the Closing (other than Assumed Liabilities) and all other Liabilities of Seller or its Affiliates other than the Assumed Liabilities, including the following Liabilities:

(a) all Liabilities arising out of, relating to or otherwise in respect of Excluded Assets which cannot be or have not been, as of the Effective Time, allocated to a specific Portfolio Account;

(b) all Liabilities (statutory or otherwise) arising out of, relating to or with respect to (i) the employment, or termination of employment, with Seller or any of its Affiliates of any employee (including any Employee) that does not become a Transferred Employee, (ii) the employment, or termination of employment, with Seller or any of its Affiliates with respect to Liabilities on or before the transfer date of any Employee that does become a Transferred Employee, (iii) workers' compensation claims against Seller or any of its Affiliates that relate to the period on or before the Effective Time, irrespective of whether such claims are made prior to or after the Effective Time, (iv) any Seller Benefit Plan, including any liability under COBRA arising under any Seller Benefit Plan whether arising prior to, on or after the Effective Time or (v) any liability under the WARN Act arising from any terminations by Seller;

(c) all Liabilities arising out of, relating to or otherwise in respect of a breach by or default of Seller under such Portfolio Documents with respect to any period prior to the Effective Time;

(d) all Liabilities for (i) Taxes of Seller, (ii) Taxes that relate to the Business, Purchased Assets or the Assumed Liabilities for taxable periods (or portions thereof) ending on or before the Effective Time, and (iii) other than pursuant to any Commercial Tax Agreement constituting a Purchased Asset hereunder, payments under any Tax allocation, sharing or similar agreement (whether oral or written) to which Seller or any of its Affiliates is a party entered into prior to the Closing Date;

(e) all Liabilities in respect of any legal proceeding pending on the Closing Date or commenced after the Closing Date which arises out of, relates to, or is otherwise in respect of the operation of the Business on or prior to the Effective Time, including any claim for preferential payment by a bankruptcy trustee in respect of payment received by Seller or its Affiliates prior to the Effective Time, and which, in each case, did not arise solely out of the operation of the Business or the Purchased Assets in the Ordinary Course of Business consistent with prior practice on or prior to the Effective Time;

(f) all Liabilities in respect of legal proceedings arising out of, relating to or otherwise in respect of any Excluded Asset;

(g) all Liabilities of Seller for any fees, payments or commissions due, or that could become due, to any broker, finder, agent, consultant or financial advisor as a result of the transactions contemplated by this Agreement;

(h) all Liabilities of Seller under this Agreement, including any indemnification obligations arising under Article XI hereof;

(i) all Liabilities relating to any Client Dispute, which Client Dispute (i) was existing at the Effective Time or (ii) arose solely out of events, actions or failures to act by Seller occurring prior to the Effective Time; and

(j) all other Liabilities of Seller or its Affiliates arising from the operation of the Business or ownership of the Purchased Assets prior to the Effective Time not expressly assumed hereunder by Buyer.

"Excluded Materials" means, with respect to the Portfolio Accounts, any and all documents, notes, correspondence (including electronic mail or other correspondence) or other writings that (i) do not relate to the Portfolio Accounts in any material respect, or (ii) relate to the Portfolio Accounts but (A) that Seller reasonably and in good faith determines are subject to the attorney-client privilege or work product doctrine or other evidentiary privilege in favor of Seller, (B) are personnel files of any Employee that does not become a Transferred Employee, or (C) are files of legal counsel of Seller.

"Files" means all credit and transaction files of Seller relating primarily to the Portfolio Accounts, including all documents, files, notes, records, underwriting memoranda, credit analyses, appraisals, third-party due diligence, collateral grids and other internally prepared credit-related documents of Seller that relate primarily to the Portfolio Accounts. For purposes hereof, the term "Files" shall not be deemed to include any Excluded Materials.

"Final Adjustment Report" has the meaning specified in Section 3.4(b)(ii).

"**Final Closing Payment**" has the meaning specified in Section 3.3(b).

"**Final Closing Statement**" has the meaning specified in Section 3.3(b).

"**Final Lease Verification Payment**" has the meaning specified Section 3.5(b).

"**Final Lease Verification Statement**" has the meaning specified Section 3.5(b).

"**Final Loan Loss Reserve Adjustment**" has the meaning specified in Section 3.4(b)(ii).

"**Financed Equipment**" means each piece of equipment subject to an Equipment Lease, Equipment Schedule or other Portfolio Document.

"**Fraud**" means an act or omission, committed with the intent to deceive a party hereto and requires (i) a false representation of material fact or material omission made with respect to a representation or warranty of such party in Article V or Article VI of this Agreement; (ii) knowledge by the party hereto making such representation or warranty that such representation or warranty is false or omitting material facts; (iii) an intention to induce the Person to whom such representation or warranty is made to act or refrain from acting in reliance upon such representation or warranty; and (iv) inducing such Person to, in reasonable reliance upon such representation or warranty and without knowledge of the falsity of such representation or warranty, take or refrain from taking action.

"**Fundamental Representations and Warranties**" means, together, the Buyer Fundamental Representations and Warranties and the Seller Fundamental Representations and Warranties.

"**Governmental Body**" means any foreign, federal, state or local governmental authority or regulatory body, or any court or tribunal of competent jurisdiction.

"**Guarantors**" has the meaning specified in Section 2.1(a)(iii).

"**Indemnified Party**" has the meaning specified in Section 11.3.

"**Indemnifying Party**" has the meaning specified in Section 11.3.

"**Knowledge**" as used in the phrases "**to the Knowledge of Seller**," "**to Seller's Knowledge**" or phrases of similar import, means (i) Seller shall be deemed to have knowledge of a particular fact or other matter if any individual who is disclosed on Schedule 1.1(a) has, or at any relevant time had, actual knowledge of such fact or other matter, or would be reasonably expected to know such fact or other matter in the normal course of exercising his or her duties based on applicable title or position, and (ii) Buyer shall be deemed to have knowledge of a particular fact or other matter if any individual disclosed on Schedule 1.1(a) has, or at any relevant time had, actual knowledge of such fact or other matter, or would be reasonably expected to know such fact or other matter in the normal course of exercising his or her duties based on applicable title or position.

"**Laws**" means any law, statute, regulation, ordinance, rule, order, common law standard, decree, code, consent, or other governmental requirement enacted, promulgated, entered into, agreed or imposed by any Governmental Body.

"**Lease Verification Holdback**" means an amount equal to $[redacted]*REDACTED ECONOMIC INFORMATION*[redacted].

"**Lease Verification Payment**" has the meaning specified in Section 3.5(a).

"Lease Verification Statement" has the meaning specified in Section 3.5(a).

"**Liabilities**" means any and all losses, claims, charges, debts, demands, actions, damages, obligations, payments, costs and expenses, bonds, indemnities and similar obligations, covenants, controversies, promises, omissions, guarantees, make-whole agreements and similar obligations, and other liabilities, including all contractual obligations, whether absolute or contingent, inchoate or otherwise, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown, whenever arising.

"Loan Loss Reserve Adjustment" has the meaning specified in Section 3.4(c)(i).

"**Loan Loss Reserve Write-Off Amount**" has the meaning specified in Section 3.4(c)(ii).

"Losses" means any and all losses, damages, claims, interest, awards, judgments, penalties, costs and expenses (including reasonable attorneys' fees); provided, however, that "Losses" shall not include punitive, indirect, special, speculative or consequential damages or diminution in value, lost profits, or loss of business.

"Material Adverse Effect" means any state of facts, change, events, effect or occurrence that (when taken together with all other states of fact, changes, events, effects or occurrences) is or would reasonably be expected to become materially adverse to (i) the business operations or financial condition of the Business, taken as a whole, (ii) the ownership, collection, enforcement or administration of the Purchased Assets, taken as a whole, or (iii) the ability of Seller to consummate the transactions contemplated by this Agreement or perform its obligations under this Agreement; *provided*, *however*, that Material Adverse Effect shall not include any state of facts, change, event, effect or occurrence consisting of or effect resulting from (a) any changes in general economic conditions, stock or other trading markets or regulatory or political conditions, (b) any changes, conditions or effects that generally affect the Equipment Finance Business, (c) any outbreak of major armed hostilities in which the United States is engaged or the occurrence of any terrorist attack upon the United States or any part thereof, (d) any changes in GAAP, (e) any material changes in any law or the interpretation thereof, unless on any such occasion the state of facts, change, event, effect or occurrence has a disproportionate effect on the Business taken as a whole or the Purchased Assets taken as a whole, (f) any change, effect or circumstances resulting from an action required by this Agreement, or (g) the announcement of, or communication with any Clients with respect to, the transactions contemplated in this Agreement, in accordance with the terms of this Agreement.

"Net Investment" as of any specific date means the aggregate amount advanced or paid by Seller pursuant to an Equipment Schedule with respect to which Seller is entitled to repayment but has not yet been repaid, as calculated pursuant to the Net Investment calculation set forth on Schedule 1.1(b).

"Notice of Assignment Letter" has the meaning specified in Section 8.11.

"OFAC" means the Department of the Treasury's Office of Foreign Assets Control.

"Ordinary Course of Business" means the ordinary and usual course of normal day-to-day operations of the Business consistent with past practice and in compliance, in all material respects, with all applicable Laws and the terms and conditions set forth in any Portfolio Document or other agreement relating to the Purchased Assets, the Business or the Assumed Liabilities.

"Owned Financed Equipment" means Financed Equipment with respect to which Seller holds legal title.

“Payoff Letter” has the meaning specified in Section 4.3(c).

“Permitted Advance Expenses” means those certain expenses set forth on Schedule 1.1(d) incurred and paid for by Seller prior to the Closing in advance in respect of the Business for the benefit of Buyer with respect to the security deposit under and rent for the Chicago Lease, certain payments to data providers pro-rated in respect of post-Closing periods, and certain payments of the healthcare premiums of certain of the Transferred Employees under COBRA to be made by Seller and to be reimbursed by Buyer in respect of the period after the Closing Date through the end of 2024 (at which time, the Transferred Employees shall transfer over to Buyer’s comparable healthcare plan).

“Permitted Encumbrances” means (i) all liens relating to Assumed Liabilities that are disclosed on Schedule 1.1(c), (ii) statutory liens for current taxes, assessments or other governmental charges, and (iii) mechanics’, carriers’, workers’, repairers’ and similar liens arising or incurred in the Ordinary Course of Business that are not in the aggregate material to the Purchased Assets and, in each case, not yet due and payable or the validity of which is being contested in good faith by appropriate proceedings; *provided*, *however*, that in the case of Portfolio Collateral, such term also shall include all liens, security interests, charges, assessments and other encumbrances permitted under the terms of the Portfolio Documents to the extent that the actual priority of such liens, security interests, charges, assessments and other encumbrances does not materially detract from the value of or adversely affect Seller’s rights with respect to such Portfolio Collateral; and *provided*, *further*, that to the extent that any Client or any Guarantor has granted to Seller any Encumbrance in and to any of its assets and properties (other than Accounts) in connection with any loan, credit extension or other financial products provided by Seller to any such Client or Guarantor and not part of the Purchased Assets, such Encumbrances shall remain in full force and effect.

“Person” means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, business trust, joint venture, association or other entity or Governmental Body.

“Portfolio Accounts” means any and all Equipment Leases, other leases, Equipment Schedules, other lease schedules, accounts, notes, bills, acceptances, and other rights to the receipt of money or other consideration of any kind (including all waivers, amendments and other agreements and documents with respect thereto) entered into by, purchased by or assigned to Seller with or from or on behalf of a Client that is set forth on the Portfolio Summary pursuant to a Portfolio Document, whether secured or unsecured, together with the proceeds thereof, and all rights to any equipment or goods represented thereby, including Financed Equipment, “returned goods” and any and all “receivables” or “accounts”, as such terms may be defined in any applicable Portfolio Document.

“Portfolio Collateral” means any and all property and assets of whatsoever nature including real property, personal property (whether tangible or intangible), claims, rights, choses in action, accounts, general intangibles, documents, instruments, letters of credit, letter-of-credit rights, investment property, software, supporting obligations, equipment (including Financed Equipment), fixtures, cash, controlled accounts, chattel paper, rolling stock, vehicles, inventory and other goods, deposit accounts, securities accounts, records and the like, in which a security interest is granted in favor of Seller pursuant to a Portfolio Document, or which has been pledged, assigned, mortgaged, delivered or transferred as security, under, pursuant to, or with respect to any Advance made pursuant to any Portfolio Document, including all collateral from guarantors and all payments provided under insurance policies, and all products and proceeds of the foregoing.

“Portfolio Documents” means, with respect to the Clients set forth on the Portfolio Summary, any Equipment Lease or other lease, Equipment Schedule or other schedule in existence on the Closing Date, and any guarantees, subordination agreements, indemnity agreements, insurance loss payable endorsements, promissory notes, certificates of deposit, mortgages, deeds of trust, letters of credit (to the extent assignable), security agreements, blocked account agreements, financing statements, certificates of title, intercreditor agreements, subordination agreements, collateral agreements, pledge agreements, indemnifications, letters of indemnity, check exchange letters, participation agreements and letter of credit agreements and any other agreements, instruments and documents evidencing, securing or otherwise related to the obligations of Clients, debtors, guarantors or other third parties with respect to Portfolio Accounts or executed and delivered to or otherwise obtained by Seller with respect to the Portfolio Accounts, together with all amendments and supplements thereto and any assignments, assumptions, extensions, renewals or novations thereof.

"**Portfolio Summary**" means the list of Clients for which there exists a Portfolio Account as prepared by Seller and attached hereto as Schedule 1.1(e), as of immediately prior to the Effective Time.

"**Power of Attorney**" means the limited power of attorney delivered at Closing, in the form of **Exhibit B** attached hereto.

"**Preliminary Closing Payment**" has the meaning specified in Section 3.2.

"**Preliminary Closing Statement**" has the meaning specified in Section 3.2.

"**Premium Amount**" means [redacted]($) *REDACTED ECONOMIC INFORMATION*[redacted].

"**Purchase Documents**" means this Agreement, the Assignment and Assumption Agreement, the Transition Services Agreement and all other documents, agreements and instruments executed and/or delivered pursuant to this Agreement.

"**Purchase Price**" has the meaning specified in Section 3.1.

"**Purchased Assets**" has the meaning specified in Section 2.1.

"**Qualifying Write-Off**" has the meaning specified in Section 3.4(c)(iii).

"**Record**" has the meaning set forth in the Uniform Commercial Code.

"**Required Consents**" has the meaning specified in Section 4.3(b).

"**Restricted Activity**" has the meaning specified in Section 8.3(a).

"**Security Deposits**" has the meaning specified in Section 2.1(a)(vii).

"**Security Deposit Schedule**" has the meaning specified in Section 4.1(d).

"**Selected Employees**" has the meaning specified in Section 5.9(c).

"**Seller**" has the meaning set forth in the initial recitals to this Agreement.

"**Seller Benefit Plans**" has the meaning specified in Section 5.9(a).

"**Seller Fundamental Representations and Warranties**" means, collectively, Section 5.1 (Organization), Section 5.2 (Authority), Section 5.7(a) (Title to Property), and Section 5.15 (No Finder).

"Seller Indemnified Parties" has the meaning specified in Section 11.2.

"**Surviving Indemnification Rights**" has the meaning specified in Section 8.9.

"Tax" or **"Taxes"** means any federal, state, local or foreign taxes, charges, fees, levies, imposts, duties or other similar assessments or charges, including with respect to income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty or addition thereto, whether disputed or not.

"Third Party Claim" has the meaning specified in Section 11.4(a).

"Third-Party Originator" means, with respect to any Portfolio Account, a third-party from whom Seller originally purchased or otherwise acquired its rights with respect to such Portfolio Account.

"Third-Party Purchaser" has the meaning specified in Section 8.3(a).

"Transferred Employees" has the meaning specified in Section 8.8(a).

"Transition Services Agreement" means the Transition Services Agreement by and among Buyer, Rosenthal & Rosenthal, Inc., Seller and AFC delivered at Closing, in the form of **Exhibit D** attached hereto.

"UCC" means the Uniform Commercial Code (or any successor statute) as adopted and in force in the State of New York or, when the laws of any other state govern the method or manner of the perfection or enforcement of any security interest in any of the Portfolio Collateral, the Uniform Commercial Code (or any successor statute) of such state.

1.2 Matters of Construction. The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. Any pronoun used shall be deemed to cover all genders. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations; to any agreement, instrument or other documents shall include any and all modifications and supplements thereto and any and all restatements, extensions or renewals thereof; to any person or entity shall mean and include the successors and permitted assigns of such person or entity; "including" and "include" shall be understood to mean "including, without limitation." As used in this Agreement, the singular or plural shall be deemed to include the other whenever the context so requires. Accounting terms, if any, which are not otherwise defined in this Agreement have the meanings given to them under GAAP. Any references to any Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. References to "in writing" shall include, without limitation, e-mail and other forms of written electronic communication.

ARTICLE II
PURCHASE AND SALE

2.1 Purchased Assets. Upon the terms and subject to the conditions of this Agreement, at and as of the Closing, Seller shall sell, transfer, assign, convey and deliver to Buyer, and Buyer shall purchase from Seller, Seller's right, title and interest in and to all of the following assets, as the same shall exist on the Closing Date (collectively, the "***Purchased Assets***"):

(a) the Portfolio Accounts, Portfolio Documents and Owned Financed Equipment, including, without limitation, all of the following with respect thereto:

(i) all rights, remedies, title and interest of Seller under the Portfolio Documents with respect to such Portfolio Accounts, including, without limitation, all of Seller's presently existing and hereinafter arising Accounts and future proceeds related to the Portfolio Accounts;

(ii) the Advances, and all accrued and unpaid lease payments, interest, fees, charges and other obligations, liabilities and indebtedness of Clients to Seller, in each case, whether owed on a recourse, limited recourse or non-recourse basis;

(iii) any claims or causes of action with respect to such Portfolio Accounts against (a) Clients, (b) Persons (other than Seller, its Affiliates, and the Persons referred to in (a)) who are parties to the Portfolio Documents or who have given guarantees, sureties, indemnities or made other agreements or undertakings in connection with such Portfolio Accounts or pledged, mortgaged or granted security interests in property to secure payment of such Portfolio Accounts (such Persons being referred to herein as "***Guarantors***"), and (c) the Portfolio Collateral;

(iv) original, signed versions of any promissory notes issued to the order of Seller evidencing indebtedness owing to Seller in respect of each Portfolio Account, duly endorsed by Seller to the order of Buyer without recourse to Seller and without any representation or warranty on Seller's part, except in each case as provided in this Agreement, together with original, signed versions of all other Portfolio Documents with respect to such Portfolio Accounts (unless and except to the extent that only copies of such documents are in Seller's possession or control);

(v) the right to use, copy, distribute or transfer the contact information of Clients and Guarantors in the possession of Seller as of the Effective Time;

(vi) the Files (including Client Credit Files and Client Legal Files) with respect to such Portfolio Accounts, other than the Excluded Materials; and

(vii) any rights that Seller has with respect to security deposits and other amounts held by Seller in trust for and on behalf of Clients in respect of the Portfolio Accounts (collectively, "***Security Deposits***");

(b) Seller's files (which shall include copies of the relevant contact information) relating to prospective client leads of the Business;

(c) except as set forth on Schedule 2.2(f), all computer hardware (including computers, mobile devices and servers), equipment (including multifunction equipment, storage equipment, infrastructure and network equipment) and furniture owned or controlled by Seller or primarily used in the Business; and

(d) the goodwill associated with all of the foregoing.

2.2 Excluded Assets. Seller shall not convey, assign, transfer or deliver (or cause to be conveyed, assigned, transferred or delivered), to Buyer, and Buyer shall not purchase from Seller, any right, title or interest of Seller or its Affiliates in or to any assets other than those included in the Purchased Assets (all assets other than the Purchased Assets, the "***Excluded Assets***") and, without limiting the generality of the foregoing, the Excluded Assets shall include the following:

(a) the Excluded Materials;

(b) any agreements or contracts of Seller and its Affiliates not included in the Purchased Assets;

(c) any intellectual property assets or software applications of Seller and its Affiliates;

(d) any benefit plans of Seller or its Affiliates, including without limitation the Seller Benefit Plans, and any assets specifically set aside or earmarked to pay any liabilities related thereto;

(e) any cash, cash equivalents, deposit accounts or lockboxes (except as described in Section 2.1); and

(f) the assets, properties, and rights specifically set forth on Schedule 2.2(f).

2.3 Assumed Liabilities. Upon the terms and subject to the conditions of this Agreement, upon the sale and purchase of the Purchased Assets and the delivery of the executed Assignment and Assumption Agreement at the Closing, Buyer shall assume and agree to pay, perform, and discharge the following Liabilities of Seller (collectively, the "***Assumed Liabilities***"):

(a) Buyer shall be substituted for and shall pay, perform and discharge when due all funding and other contractual obligations of Seller to be performed on or after the Closing Date under the Portfolio Documents with respect to the Portfolio Accounts included in the Portfolio Summary;

(b) all Liabilities of Buyer or its Affiliates relating to employee benefits, compensation or other arrangements with respect to any Transferred Employee arising on or after the Closing, including, without limitation, those Liabilities set forth in a written employment agreement between any Transferred Employee and Buyer or its Affiliate (an "***Employment Agreement***");

(c) all Liabilities for United States federal, state or local (i) Taxes relating to the Business, the Purchased Assets, or the Assumed Liabilities for any taxable period or portion thereof beginning after the Closing Date; and (ii) Taxes for which Buyer is liable pursuant to Section 8.7; and

(d) all Liabilities with respect to all Security Deposits held by Seller in trust for and on behalf of Clients in respect of the Portfolio Accounts set forth on the Security Deposit Schedule, control of which is transferred by Seller to Buyer hereunder.

Except as specified in this Section 2.3, Buyer shall not assume or be responsible for the performance, payment or discharge of any other obligations of Seller or any of its Affiliates. The assumption of the Assumed Liabilities by Buyer shall not create or enlarge any rights of third parties and shall not prevent Buyer from contesting (with parties other than Seller) in good faith any of the Assumed Liabilities.

2.4 Excluded Liabilities. Seller and its Affiliates shall retain all Excluded Liabilities, and Buyer shall not assume, perform, satisfy or be responsible for discharging any Excluded Liabilities.

ARTICLE III
PURCHASE PRICE

3.1 Purchase Price. The aggregate purchase price for the Purchased Assets (the "***Purchase Price***") shall be equal to the sum of the following:

(a) the Net Investment of the Business as of the Effective Time *minus* the Closing Loan Loss Reserve amount; *and*

(b) the Premium Amount; *and*

(c) the Permitted Advance Expenses; *and*

(d) the End of Term Residuals; *and*

(e) any Loan Loss Reserve Adjustment payable to Seller pursuant to and in accordance with Section 3.4 below.

3.2 Determination and Preliminary Closing Payment. Not later than two (2) Business Days prior to the Closing Date, Seller shall deliver to Buyer a preliminary closing statement (the "***Preliminary Closing Statement***") reflecting (i) the Premium Amount *plus* (ii) Seller's good faith determination of the estimated Net Investment of the Business as of the Effective Time *minus* (iii) the Closing Loan Loss Reserve *plus* (iv) Seller's good faith determination of the estimated Permitted Advance Expenses *plus* (v) the End of Term Residuals *less* (vi) the Lease Verification Holdback (the "***Preliminary Closing Payment***"). At the Closing, Buyer shall make payment to Seller of the Preliminary Closing Payment in accordance with Section 4.1(c).

3.3 Post-Closing Adjustment.

(a) On or before thirty (30) days following the Closing Date, Seller shall deliver to Buyer its computation of (i) the Premium Amount *plus* (ii) the Net Investment of the Business as of the Effective Time *minus* (iii) the Closing Loan Loss Reserve *plus* (iv) the Permitted Advance Expenses *plus* (v) the End of Term Residuals *less* (vi) the Lease Verification Holdback (the "***Closing Payment***"), together with such accompanying detail as reasonably necessary to set forth any changes from the Preliminary Closing Statement (the "***Closing Date Statement***"), it being understood and agreed that the only elements of Purchase Price that shall be subject to adjustment after the Closing in connection with the Closing Date Statement is the Net Investment of the Business as of the Effective Time and the Permitted Advance Expenses. The Closing Date Statement and calculation of Closing Payment shall be prepared by Seller consistent with the Net Investment calculation set forth on Schedule 1.1(b) and shall include any differences arising from inaccuracies in the preparation of the Preliminary Closing Statement and adjustments (including adjustments to the extent that (x) the balance due on any Advance was reduced by Seller as a result of a payment by check or other item received or credited prior to the Effective Time and such check or other item is returned or charged back after the Effective Time or (y) there has been any amount erroneously credited or debited to an Advance balance prior to the Effective Time that is discovered before the Closing Date Statement becomes final in accordance herewith). Buyer and Seller understand and acknowledge that the adjustment of the Net Investment of the Business as of the Effective Time and the Lease Verification Holdback adjustment mechanism described in Section 3.5 may contain some of the same elements wherein the same discrepancy, error, or omission in the underlying materials to which the Closing Date Statement and Lease Verification Statement relate may give rise to an adjustment to both the Net Investment of the Business as of the Effective Time and an adjustment pursuant to the Lease Verification Holdback adjustment mechanism described in Section 3.5. Accordingly, the parties agree that there shall be no double counting, double recovery, or duplicated adjustment as between the adjustment mechanism described in this Section 3.3 and the Lease Verification Holdback adjustment mechanism described in Section 3.5 and that the same discrepancy, error, or omission shall only give rise to a single adjustment.

(b) Buyer shall notify Seller of any objections to the Closing Date Statement or the proposed Closing Payment by submitting a certificate (signed by an officer of Buyer) within forty-five (45) days of Buyer's receipt of the Closing Date Statement setting forth its objections, together with a summary of the reasons therefor (including accompanying detail as reasonably necessary to set forth its items of objection) and calculations which, in its view, are necessary to eliminate such objections, and Buyer's determination of the actual Closing Payment. If Buyer does not deliver to Seller a written notice of objection to the Closing Date Statement within such forty-five (45) day period, the Closing Date Statement and Closing Payment shall be final and binding as the "***Final Closing Statement***" and the "***Final Closing Payment***," respectively, for purposes of this Agreement.

(c) If Buyer delivers to Seller a written notice of objection in accordance with Section 3.3(b), Buyer and Seller shall use their reasonable efforts to resolve by written agreement (the "***Agreed Adjustments***") any differences as to the Closing Date Statement and Closing Payment and, in the event Seller and Buyer so resolve any such differences, the Closing Date Statement and the Closing Payment, as adjusted by the Agreed Adjustments, shall be final and binding as the Final Closing Statement and the Final Closing Payment, respectively, for purposes of this Agreement.

(d) If any objections raised by Buyer are not resolved by Agreed Adjustments within thirty (30) days following receipt by Seller of Buyer's objections in accordance with this Section 3.3, then Buyer and Seller shall submit the objections that are then unresolved to the Accounting Firm for purposes of resolving the dispute. The Accounting Firm will be directed to resolve the unresolved objections (based solely on the presentations by Buyer and by Seller) as promptly as reasonably practicable and to deliver written notice to Buyer and Seller setting forth its resolution of the disputed matters. The Closing Date Statement and Closing Payment, after giving effect to any Agreed Adjustments and to the resolution of disputed matters by the Accounting Firm, shall be final and binding as the Final Closing Statement and the Final Closing Payment, respectively, for purposes of this Agreement.

(e) The parties hereto shall make available to Buyer, Seller and, if applicable, the Accounting Firm, such books, records and other information (including work papers) as any of the foregoing reasonably may request to prepare or review any Preliminary Closing Statement, Closing Date Statement or Agreed Adjustments, any objections delivered by Buyer, or any matters related thereto submitted to the Accounting Firm.

(f) The parties agree that, within five (5) Business Days following the delivery of any objection delivered by Buyer pursuant to Section 3.3(b) above, the applicable party shall pay to the other party any undisputed amounts with respect to the Closing Payment. Within five (5) Business Days after the final determination of the Final Closing Payment (including any disputed amounts pursuant to Section 3.3(c)):

(i) if the Final Closing Payment as determined by the Final Closing Statement exceeds the Preliminary Closing Payment, Buyer shall pay to Seller by wire transfer of immediately available funds an amount equal to the excess of (A) the Final Closing Payment over (B) the sum of (1) the Preliminary Closing Payment, and (2) any undisputed amounts previously paid by Buyer to Seller pursuant to this Section 3.3(f); or

(ii) if the Preliminary Closing Payment exceeds the Final Closing Payment as determined by the Final Closing Statement, Seller shall pay to Buyer by wire transfer of immediately available funds an amount equal to the excess of (A) the Preliminary Closing Payment over (B) the sum of (1) the Final Closing Payment, and (2) any undisputed amounts previously paid by Seller to Buyer pursuant to this Section 3.3(f).

3.4 Loan Loss Reserve Adjustment Payment.

(a) Loan Loss Reserve Adjustment Payment. As additional consideration for the Purchased Assets, Buyer shall pay to Seller the Loan Loss Reserve Adjustment, at the time and calculated in the manner set forth herein.

(b) Procedures Applicable to Determination of Loan Loss Reserve Adjustment Payment.

(i) Within thirty (30) days following the close of business on December 31, 2025, Buyer shall provide to Seller a detailed report (the "***Adjustment Report***"), together with supporting documentation reasonably necessary to support such report and the calculations set forth therein, setting forth (i) Buyer's calculation of the Loan Loss Reserve Write-Off Amount, (ii) details regarding each Qualifying Write-Off and (iii) Buyer's calculation of the resulting Loan Loss Reserve Adjustment, if any.

(ii) Seller shall notify Buyer of any objections to the Adjustment Report or the proposed Loan Loss Reserve Adjustment by submitting a certificate (signed by an officer of Seller) within thirty (30) days of Seller's receipt of the Adjustment Report setting forth its objections, together with the reasons therefor (including accompanying detail as reasonably necessary to set forth its items of objection) and calculations which, in its view, are necessary to eliminate such objections, and Seller's determination of the actual Loan Loss Reserve Adjustment. If Seller does not deliver to Buyer a written notice of objection to the Adjustment Report within such thirty (30) day period (or provides notice to Buyer that it has no objection to the Adjustment Report), the Adjustment Report and Loan Loss Reserve Adjustment shall be final and binding as the "***Final Adjustment Report***" and the "***Final Loan Loss Reserve Adjustment***," respectively, for purposes of this Agreement.

(iii) If Seller timely delivers to Buyer a written notice of objection in accordance with Section 3.4(b)(ii), Buyer and Seller shall use their reasonable efforts to resolve by written agreement (the "***Agreed Adjustments (Loan Loss Reserve)***") any differences as to the Adjustment Report and Loan Loss Reserve Adjustment and, in the event Seller and Buyer so resolve any such differences, the Adjustment Report and the Loan Loss Reserve Adjustment, as adjusted by the Agreed Adjustments (Loan Loss Reserve), shall be final and binding as the Final Adjustment Report and the Final Loan Loss Reserve Adjustment, respectively, for purposes of this Agreement.

(iv) The parties hereto shall make available to Buyer, Seller and, if applicable, the Accounting Firm, such books, records and other information (including work papers) as any of the foregoing reasonably may request to prepare or review any Adjustment Report or Agreed Adjustments (Loan Loss Reserve), any objections delivered by Seller, or any matters related thereto submitted to the Accounting Firm.

(v) The parties agree that, within five (5) Business Days following the delivery of any objection delivered by Seller pursuant to this Section 3.4, Buyer shall pay to Seller any undisputed amounts with respect to the Loan Loss Reserve Adjustment. Within five (5) Business Days after the final determination of the Final Loan Loss Reserve Adjustment (including any disputed amounts resolved pursuant to this Section 3.4(b)), Buyer shall pay to Seller the entire Loan Loss Reserve Adjustment that has been determined to be due and payable to Seller hereunder (*less*, any undisputed amounts previously paid by Buyer to Seller pursuant to this Section 3.4(b)(v)).

(vi) Buyer shall, from and after the Closing until and including December 31, 2025, use commercially reasonable efforts, consistent with the past practices of the Business, to collect amounts due from Clients in respect of the Portfolio Accounts and shall refrain from taking any voluntary action to circumvent the terms of this Section 3.4 or to avoid or seek to avoid the observance or performance of any of the terms of this Section 3.4.

(c) Definitions. The following terms shall have the following meanings:

(i) "***Loan Loss Reserve Adjustment***" means an amount equal to the Closing Loan Loss Reserve *minus* the Loan Loss Reserve Write-Off Amount.

(ii) "***Loan Loss Reserve Write-Off Amount***" means the aggregate dollar amount of Qualifying Write-Offs taken by Buyer during the period of time commencing on the Effective Time and ending on the close of business on December 31, 2025, calculated in the manner set forth in this Section 3.4.

(iii) "***Qualifying Write-Off***" means a write-off with respect to the Portfolio Accounts included in the Portfolio Summary taken by Buyer during the period of time commencing on the Effective Time and ending on the close of business on December 31, 2025, provided, that such write-off was (i) taken in the Ordinary Course of Business and consistent with the past practices of the Business, and (ii) taken in good faith and without the intent of reducing the amount of the Loan Loss Reserve Adjustment payable to Seller hereunder, provided, further, that, without limiting the foregoing, any amount due and payable with respect to a Portfolio Account that is at least 90 days in arrears or wherein the Client undergoes an event of insolvency shall be subject to the establishment of a reserve in the nature of a Qualifying Write-Off, wherein the amount of the Qualifying Write-Off shall be equal to (x) the principal outstanding with respect to such Portfolio Account *less* (y) the *sum of* (1) the recoverable portion of the loan made in respect of such Portfolio Account and (2) the net realizable value of the Portfolio Collateral with respect to such Portfolio Account (in the case of each of the immediately foregoing (1) and (2), as reasonably estimated by Buyer in good faith and consistent with the past practices of the Business).

3.5 Lease Verification Holdback Adjustment.

(a) On or before forty-five (45) days following the Closing Date, Buyer shall deliver to Seller a notice (the "***Lease Verification Statement***") describing in reasonable detail any errors in the number or amount of remaining lease payments set forth in paragraph numbered 1 on each Notice of Assignment Letter to the extent that such errors, in the aggregate across all Portfolio Accounts, have the effect of reducing the aggregate amount of all lease payments owed with respect to all of the Portfolio Accounts, together with reasonable supporting documentation thereof, and its calculation of the aggregate amount of any lease payments erroneously included therein that Buyer is not actually entitled to receive as the purchaser of the Purchased Assets (to the extent that such errors, in the aggregate across all Portfolio Accounts, have the effect of reducing the aggregate amount of all lease payments owed with respect to all of the Portfolio Accounts) and that Seller shall be obligated to pay to Buyer pursuant to Section 3.5(e) (including, as appropriate, in the form of a retention of the Lease Verification Holdback) in order to compensate Buyer for such error (the "***Lease Verification Payment***").

(b) Seller shall notify Buyer of any objections to the Lease Verification Statement by submitting a certificate (signed by an officer of Seller) within forty-five (45) days of Seller's receipt of the Lease Verification Statement setting forth its objections, together with a summary of the reasons therefor (including accompanying detail as reasonably necessary to set forth its items of objection) and calculations which, in its view, are necessary to eliminate such objections. If Seller does not deliver to Buyer a written notice of objection to the Lease Verification Statement within such forty-five (45) day period, the Lease Verification Statement and the Lease Verification Payment shall be final and binding as the "***Final Lease Verification Statement***" and the "***Final Lease Verification Payment***," respectively, for purposes of this Agreement.

(c) If Seller delivers to Buyer a written notice of objection in accordance with Section 3.5(b), Buyer and Seller shall use their reasonable efforts to resolve by written agreement (the "***Agreed Adjustments (Lease Verification)***") any differences as to the Lease Verification Statement and Lease Verification Payment and, in the event Seller and Buyer so resolve any such differences, the Lease Verification Statement and Lease Verification Payment, as adjusted by the Agreed Adjustments (Lease Verification), shall be final and binding as the Final Lease Verification Statement and the Final Lease Verification Payment, respectively, for purposes of this Agreement.

(d) The parties hereto shall make available to Buyer, Seller and, if applicable, the Accounting Firm, such books, records and other information (including work papers) as any of the foregoing reasonably may request to prepare or review any Lease Verification Statement, Lease Verification Payment, or Agreed Adjustments (Lease Verification), any objections delivered by Seller, or any matters related thereto submitted to the Accounting Firm.

(e) Within five (5) Business Days after the final determination of the Final Lease Verification Payment (including any disputed amounts), (i) if the Final Lease Verification Payment is less than $[redacted]*REDACTED ECONOMIC INFORMATION*[redacted], then Buyer shall retain that portion of the Lease Verification Holdback, if any, necessary to satisfy the Final Lease Verification Payment in full and promptly pay to Seller the balance of the Lease Verification Holdback held back from the Purchase Price hereunder; (ii) if the Final Lease Verification Payment is equal to $[redacted]*REDACTED ECONOMIC INFORMATION*[redacted], then Buyer shall retain the Lease Verification Holdback in order to satisfy in full the Final Lease Verification Payment; and (iii) if the Final Lease Verification Payment is greater than $[redacted]*REDACTED ECONOMIC INFORMATION*[redacted], then Buyer shall retain the Lease Verification Holdback in partial satisfaction of the Final Lease Verification Payment and Seller shall promptly pay to Buyer such additional amount as is necessary to satisfy the Final Lease Verification Payment in full.

ARTICLE IV
CLOSING

4.1 Closing Mechanics.

(a) The purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities will take place by electronic exchange of executed agreements (the "***Closing***") on the date hereof. As used herein, the date of the Closing shall be referred to as the "***Closing Date***" and shall be effective as of the Effective Time.

(b) On the Closing Date, Seller shall sell and deliver to Buyer, and Buyer shall purchase from Seller, good and valid title (free and clear of any Encumbrances other than Permitted Encumbrances) in the Purchased Assets.

(c) Buyer shall pay the Preliminary Closing Payment, by wire transfer of immediately available funds to such account as Seller shall designate in writing to Buyer, and assume the Assumed Liabilities.

(d) Seller shall pay to Buyer the amount of all Security Deposits, by wire transfer of immediately available funds to such account as Buyer shall designate in writing to Seller, and deliver to Buyer a detailed schedule of all Security Deposits, including the amount thereof and identifying the applicable Client and the applicable Portfolio Document pursuant to which it is being held (the "***Security Deposit Schedule***").

4.2 **Buyer's Deliveries.** At the Closing Buyer shall deliver to Seller all of the following:

(a) this Agreement, the Transition Services Agreement and the Assignment and Assumption Agreement; and

(b) such other documents as reasonably may be requested by Seller to effectuate the transactions contemplated by this Agreement.

4.3 **Seller's Deliveries.** At the Closing (or at such later date provided below) Seller shall deliver to Buyer all of the following:

(a) this Agreement, the Transition Services Agreement and the Assignment and Assumption Agreement;

(b) all consents, waivers or approvals from third parties set forth on Schedule 4.3(b) the "***Required Consents***");

(c) a payoff letter and release in form and substance acceptable to Buyer executed by Seller's secured lender which includes a full release of liens on all Purchased Assets (the "***Payoff Letter***");

(d) the Power of Attorney in the form attached hereto as **Exhibit B**, to take those actions appropriate to effect any transfer of the Portfolio Accounts (including the Equipment Leases and Equipment Schedules) and to enable Buyer to bill, collect, service and administer such Portfolio Accounts.

(e) originals (or copies if no original exists) of any and all Portfolio Documents with respect to the Portfolio Accounts, including originals of all Equipment Leases, Equipment Schedules and promissory notes endorsed in favor of Buyer;

(f) originals (or copies if no original exists) of all Portfolio Collateral with respect to the Portfolio Accounts of which Seller has actual physical possession or control on the Closing Date; and

(g) such other documents as reasonably may be requested by Buyer to effectuate the transactions contemplated by this Agreement.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF SELLER

As an inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, except as otherwise set forth in the Disclosure Schedules, Seller represents and warrants to Buyer as of the date hereof that:

5.1 **Organization.** Seller is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all necessary corporate power and authority to carry on its business as currently conducted and to own and operate its properties and assets. Seller is duly qualified or registered as a foreign limited liability company to transact business under the laws of each jurisdiction where the character of its activities or the location of the properties owned or leased by it requires such qualification or registration, except in such jurisdictions where the failure to be so duly qualified or licensed and in good standing would not reasonably be expected to have a Material Adverse Effect.

5.2 **Authority.** Seller has all necessary limited liability company power and authority to enter into this Agreement and the Purchase Documents to be entered into by it at Closing, the performance by Seller of its obligations hereunder and thereunder and the consummation by Seller of the transactions contemplated hereby and thereby, and no other actions or proceedings on the part of Seller are necessary to authorize this Agreement and the transactions contemplated hereby and thereby. This Agreement has been duly authorized, executed and delivered by Seller and is the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditor's rights generally, and any limitation imposed by general equity principles, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

5.3 **No Conflicts; Governmental Approvals.** Except as set forth on Schedule 5.3, neither the execution nor delivery of this Agreement nor the consummation of any of the transactions contemplated hereby nor compliance by Seller with or fulfillment of the terms, conditions and provisions hereof will:

(a) (i) conflict with or result in a violation of the organizational documents of Seller, (ii) result in a violation in any material respect of any Law to which Seller or any of the Purchased Assets is subject or any Court Order to which Seller or the Purchased Assets is subject, (iii) conflict with or result in any breach of any of the terms, conditions or provisions of, constitute a default under, or give any third party the right to modify or terminate or cause the modification or termination of, any obligation under, the provisions of any Portfolio Documents or (iv) result in the creation of any Encumbrance upon the Purchased Assets other than a Permitted Encumbrance; or

(b) Except as may result from any facts or circumstances relating to the identity or regulatory status of Buyer or its Affiliates, require any consent, license, permit, authorization or approval by Seller from any Governmental Body.

5.4 **Portfolio Accounts and Portfolio Documents.**

(a) To the Knowledge of Seller, all information in the Files is true and accurate in all material respects. Seller has made available to Buyer in the Data Room all applicable Files pertaining to each Portfolio Account.

(b) Seller (i) has performed and complied in all material respects with all obligations required to be performed or complied with by it under and in accordance with the Portfolio Documents, and (ii) is not in breach or default in any material respect of its obligations under any of the Portfolio Documents.

(c) The entire agreement between Seller and each Client with respect to each Portfolio Account, as in effect on the Closing Date, is contained in the Portfolio Documents relating to such Portfolio Account and there are no warranties, agreements or options not set forth therein. Other than the associated Portfolio Documents as are in effect on the Closing Date, there are no agreements with respect to any Portfolio Account between Seller and any Client that are in effect as of the Closing Date. The Portfolio Documents are genuine and represent the legal, valid and binding obligation of the relevant Client party thereto, enforceable against such Client in accordance with its terms except as such enforcement may be limited by the application of bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general equity principles (regardless of whether such enforcement is considered in a proceeding in equity or at law).

(d) Each Portfolio Document arose out of a *bona fide* business transaction entered into in the Ordinary Course of Business.

(e) No Portfolio Document, nor any right of or Liabilities owed to Seller thereunder, is or would reasonably be expected, as a result of the consummation of the transactions hereunder, to be subject to any right of rescission, setoff, counterclaim or defense, except as may arise under applicable Law or in equity.

(f) To the Knowledge of Seller after reasonable investigation, the Client Legal Files and Client Credit Files for the Portfolio Documents include all documents, or copies thereof, that are reasonably necessary to enforce all rights and obligations of the applicable Client(s) and any Guarantors under such Portfolio Documents and as may be required by applicable Law. The Client Credit Files contain all credit documents, financial statements, field examinations, reports and appraisals relating to the subject Client and Portfolio Documents (other than the Client Legal Files) in the possession or control of Seller. To the Knowledge of Seller, each Client has delivered to Seller all information required to be delivered by it under the applicable Portfolio Document.

(g) Except as disclosed on Schedule 5.4(g), as of the Effective Time, there is (i) no payment default under any Portfolio Document, (ii) to the Knowledge of Seller, no non-payment default, breach or violation existing under any Portfolio Document, (iii) to the Knowledge of Seller, no event (other than payments due but not yet delinquent) which, with the passage of time or with notice and the expiration of any grace or cure period, would constitute a payment default or, to the Knowledge of Seller, a non-payment default, breach or violation under any Portfolio Document and (iv) no written notice of termination or non-renewal by any Client to terminate its Portfolio Document received by Seller.

(h) Schedule 5.4(h) includes the following information for each Portfolio Account as of the Effective Time: (i) the identification of the applicable Client and each item of Financed Equipment financed by such Client pursuant to Portfolio Document; (ii) the aggregate amount payable under the Portfolio Documents for the Client as of such date; (iii) the material payment terms and dates under the each applicable Portfolio Document; and (iv) to Seller's Knowledge, whether any Dispute exists with respect to such Portfolio Account.

(i) Except as disclosed on Schedule 5.4(i), no Portfolio Document requires the prior written consent of, or notice to, the Client or any other Person thereunder or contains any other restriction relating to the transfer or assignment of such Portfolio Document by Seller as contemplated in this Agreement.

5.5 Other Matters Relating to Portfolio Accounts.

(a) To the Seller's Knowledge, each Portfolio Account arose out of a *bona fide* transaction in the Ordinary Course of Business. From and after the origination of each Portfolio Account and the purchase of each item of Financed Equipment, Seller has administered and serviced each such Portfolio Account in the Ordinary Course of Business and in compliance with all applicable Laws, in all material respects.

(b) Except as otherwise expressly noted or described in the Files relating to a particular Portfolio Account, Seller has determined that each Client's credit complies in all material respects with its underwriting and credit guidelines in effect on the date of origination or acquisition of such Portfolio Account.

(c) Except as set forth on Schedule 5.5(c), Seller has a perfected, first priority lien on, or ownership interest in, each item of Financed Equipment in which a security interest can be perfected by filing a financing statement with respect thereto in the applicable filing jurisdiction(s) under the UCC except for Permitted Encumbrances, and, except for Permitted Encumbrances, has a perfected lien on all underlying Portfolio Collateral in each item of Portfolio Collateral in which a security interest can be perfected by filing a financing statement with respect thereto in the applicable filing jurisdiction(s) under the UCC, in each case in accordance with the Portfolio Documents associated with such Portfolio Account. Furthermore, Seller has such other security interests in the assets of Clients as the Files constituting Purchased Assets indicate that Seller has.

(d) Except as set forth on Schedule 5.5(d), no Portfolio Account is delinquent, beyond any applicable grace period set forth in the Portfolio Documents therefor, in payment of any amounts payable by the Client thereunder to Seller under such Portfolio Documents.

(e) No Client or Guarantor has asserted in writing, nor to the Knowledge of Seller does any Client or Guarantor have any valid base to assert, (i) that any Portfolio Account is subject to any right of rescission, set-off, counterclaim or defense, including any defense of usury, other than to the extent of prior payments made thereon by or on behalf of a Client or Guarantor, or (ii) any valid claim against Seller as holder of such Portfolio Account.

(f) To the Knowledge of Seller and except as set forth on Schedule 5.5(f), there are no actions pending in which any of the Clients or Guarantors is the subject of a Bankruptcy.

(g) On the Closing Date, there will be no Portfolio Accounts or Client-Owed Amounts purported to be owed to Seller, or any related Portfolio Collateral, with respect to which any fraud shall have been committed by or on behalf of Seller or which Seller has any Knowledge as to any fraud which may be or has been committed by or on behalf of any other Person. Each Portfolio Account was originated, and each item of Financed Equipment was acquired, without any fraud or material misrepresentation on the part of Seller, or to Seller's Knowledge, the applicable Client.

5.6 Governmental Permits. Seller owns, holds or possesses those licenses, franchises, permits and other authorizations from a Governmental Body which are reasonably necessary for Seller to own the Purchased Assets and to carry on and conduct its Business relating thereto as currently conducted.

5.7 Title to Property. (a) Seller is the sole holder of legal and beneficial title to all of the Purchased Assets, and Seller has not heretofore sold, assigned, transferred, pledged or granted a currently outstanding security interest in any of the Purchased Assets. At the Closing, Seller shall convey to Buyer good and valid title to all of the Purchased Assets, free and clear of all Encumbrances except Permitted Encumbrances.

(b) Seller has delivered to Buyer a true, complete and correct copy of the Chicago Lease. The Chicago Lease is valid and binding on Seller in accordance with its terms and is in full force and effect. Seller is not in breach in any material respect with respect to, or in default under, the Chicago Lease. Seller has not received any notice that Seller is in breach of or default under the Chicago Lease.

5.8 No Violation, Litigation or Regulatory Action.

(a) Seller is in compliance with all Laws applicable to the Business and the Purchased Assets in all material respects. There is no action pending or, to Seller's Knowledge, threatened against Seller or any of its Affiliates and primarily relating to the Business, the Purchased Assets or the operation and administration of the Purchased Assets by or before any Governmental Body. To Seller's Knowledge, no Governmental Body is investigating Seller's operation or administration of the Business or the Purchased Assets and Seller is not a party to any outstanding order by a Governmental Body primarily relating to the Business, the Purchased Assets or the operation and administration of the Purchased Assets.

(b) There are no actions, suits, or proceedings pending against Seller by any Client, Guarantor or third Person in respect of the Business or the Purchased Assets, and there are no actions, suits, or proceedings pending in which Seller is the plaintiff or claimant and which relate to the Business or any of the Purchased Assets. Without limiting the generality of the foregoing, to Seller's Knowledge, no Client-Owed Amount or Portfolio Account, or interest in any Financed Equipment or other Portfolio Collateral securing the same, included in the Purchased Assets, is subject to any action, suit or proceeding for equitable subordination, lender liability or the like based on acts or circumstances occurring prior to the Closing, including the refusal to lend or make prepayments or advances or any claim diminishing the value or enforceability of Portfolio Collateral, the Portfolio Accounts or Client-Owed Amounts.

(c) There is no action, suit, or proceeding pending or, to the Knowledge of Seller, threatened which questions or challenges the legality or propriety of the transactions contemplated by this Agreement. Seller has no Knowledge of any action, suit or proceeding pending or threatened against any Client related to any equipment subject to an Equipment Schedule or Equipment Lease.

5.9 Employee Matters.

(a) Schedule 5.9(a) identifies all material employee benefit plans (as such term is defined in Section 3(3) of ERISA) maintained or contributed to by Seller or an Affiliate of Seller in which the Selected Employees participate (the "***Seller Benefit Plans***").

(b) Except as expressly set forth on Schedule 5.9(b):

(i) each Seller Benefit Plan that is intended to be a qualified plan within the meaning of Section 401(a) of the Code and contains a cash or deferred feature within the meaning of Section 401(k) of the Code, has received a favorable determination letter from the Internal Revenue Service or is a standardized prototype plan which has received a favorable opinion letter from the Internal Revenue Service; and, to the Knowledge of Seller, nothing has occurred and no condition exists that could adversely affect such qualified status; and

(ii) no Seller Benefit Plan is a "multi-employer plan" as defined in Section 4001(a) of ERISA, and none of the Seller Benefit Plans are subject to Title IV of ERISA.

(c) Schedule 5.9(c) contains as of the date hereof (i) a list of each Selected Employee designated by Buyer as to whom Buyer has or will offer employment (the "***Selected Employees***"), specifying whether they are salaried or hourly, (ii) their annual salary or wage rate, target annual bonus and other compensation and benefits, (iii) their annual allotment of vacation and paid time off, (iv) the location at which they work, (v) whether they are employed solely or partially in connection with the Business (and, if partially, the percentage of their working hours spent in the Business), (vi) their continuous service date, (vii) whether such Selected Employee is on an active status or a leave of absence in accordance with Seller's leave policies, and (viii) a list of each Employee that is subject to a retention agreement or other special compensation arrangement implemented to incentivize such Employee to remain with Seller through the Closing.

(d) Seller is not a party to or bound by any collective bargaining or other labor agreement, and there are no labor unions or other organizations representing or, to the Knowledge of Seller, purporting to represent or attempting to represent any Employees. In the three (3) years preceding the date of this Agreement (i) there has not occurred nor, to the Knowledge of Seller, been threatened with respect to any Employee any strike, slowdown, picketing, work stoppage, concerted refusal to work overtime or other similar labor activity or any labor disputes, (ii) no labor organization or group of Employees has made a pending demand for recognition and (iii) no representation proceedings or petitions have been or are pending or, to the Knowledge of Seller, threatened with respect to any Employee. Seller is not, and has not within the three (3) years preceding the date of this Agreement been, engaged in any unfair labor practice, and Seller is, and has been during the three (3) years preceding the date of this Agreement, in compliance in all material respects with all applicable labor Laws, including the National Labor Relations Act. Except as set forth on Schedule 5.9(d), during the three (3) years preceding the date of this Agreement, Seller has not been subject to an audit, claim, fine, penalty or other administrative proceeding for noncompliance with any social security or labor Laws with respect to any Employee, nor been a party to or, to Seller's Knowledge, threatened with any dispute with any Governmental Body, employee or any other Person in connection therewith.

5.10 **Insurance.** Seller has insurance policies of the type and in the amounts customarily carried by Persons conducting a business similar to the Business and are sufficient for compliance in all material respects with all applicable Laws and contracts to which Seller is a party or by which it is bound. Schedule 5.10 sets forth a detailed summary of all insurance policies of Seller and/or Seller's affiliates applicable to the Business and the Purchased Assets.

5.11 **Tax Matters.** Except as specifically set forth on Schedule 5.11:

(a) All income Tax returns and other material Tax returns required to be filed on or prior to the Closing Date by Seller or its affiliated Tax-paying entity which relate to the Business or the Purchased Assets have been timely filed. Each such Tax return is accurate and complete in all material respects.

(b) All income Taxes and other material Taxes required to be paid to taxing authorities in respect of the Business or the Purchased Assets by Seller or its affiliated Tax-paying entity have been timely paid.

(c) None of the Purchased Assets is subject to any Encumbrance arising in connection with any failure or alleged failure by Seller or its affiliated Tax-paying entity to pay any Tax for which Seller is liable.

(d) No notice has been received of any deficiencies for Taxes claimed, proposed or assessed by any Tax authority with respect to the Business or Purchased Assets for which Seller may have liability. There are no pending, or, to the Knowledge of Seller, proposed audits, suits, proceedings, investigations, claims or administrative or judicial proceedings for or relating to any liability in respect of any such Taxes with respect to the Business or Purchased Assets for which Seller may have liability. All withholding Taxes required to be collected from amounts owing to Employees related to the Business have been or will be properly withheld in compliance with all Tax withholding provisions of applicable federal, state, local and foreign laws.

5.12 **Subsequent Events**. Except as set forth on Schedule 5.12, since January 1, 2023, there has not been a Material Adverse Effect. Without limiting the generality of the foregoing, since January 1, 2023, Seller has not:

(a) sold, leased, transferred or assigned any of the Purchased Assets or any other assets, tangible or intangible, used primarily in the Business, in each case, outside of the Ordinary Course of Business;

(b) entered into or modified, other than in the Ordinary Course of Business, any employment contract, written or oral, with any Employees;

(c) granted any material increase in the base compensation, or made any other material change in employment terms of any of Employees, other than in the Ordinary Course of Business;

(d) adopted, amended, modified or terminated any Seller Benefit Plan other than in the Ordinary Course of Business;

(e) other than in the Ordinary Course of Business, amended any Portfolio Documents to (i) provide for additional termination rights in favor of a Client or (ii) restructure, extend, delay or waive any obligations of a Client;

(f) released any guaranties or collateral with respect to Client-Owed Amounts or Portfolio Accounts; or

(g) agreed with any other Person to take any of the foregoing actions.

5.13 Equipment Finance Transactions. Except as disclosed on Schedule 5.13, (i) there have been no material waivers of or material oral variations to the written terms of any of the Portfolio Documents that have not been documented in the Files of Seller, (ii) there are no material terms or material provisions of any Portfolio Documents other than provisions relating to minimum sales volume or minimum fees that are not being applied or enforced by Seller as documented in such Portfolio Documents, (iii) no termination rights have been exercised by Seller or by any Client or other obligor under any Portfolio Document, (iv) no Client or other obligor under any Portfolio Document has notified Seller that it intends to terminate such Portfolio Document, (v) Seller has not agreed to make any modification of, or amendment to, any Portfolio Document which has not yet been made, and (vi) the UCC-1 financing statements in favor of Seller with respect to the Business and all amendments, assignments, termination statements, releases and partial releases thereto, are contained in the Client Legal Files.

5.14 OFAC Review. Prior to Closing, Seller has conducted a review including of all relevant current Clients, and all Guarantors with respect to such Clients, to assess whether such Clients or Guarantors are prohibited persons or entities, or are from embargoed countries or regions, based upon a screening of all current Clients and Guarantors against the then-current list of Specially Designated Nationals and Blocked Persons as prepared by OFAC, and has found no OFAC violation.

5.15 No Finder. Neither Seller nor any Affiliate of Seller has paid or become obligated to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated by this Agreement, with the exception of Hovde Group, whose fee will be the sole responsibility of the Seller.

5.16 No Other Representations and Warranties. Except for the representations and warranties expressly contained in this Article V (including the related portions of the Disclosure Schedules), neither Seller nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Seller, including any representation or warranty as to the accuracy or completeness of any information regarding the Business and the Purchased Assets furnished or made available to Buyer and its employees, accountants, lawyers, bankers, and advisors (including any information, documents, or materials delivered or made available to Buyer in the virtual data room, management presentations, or in any other form in expectation of the transactions contemplated hereby) or as to future revenue, profitability, or success of the Business, or any representation or warranty arising from statute or otherwise in law.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF BUYER

As an inducement to Seller to enter into this Agreement and to consummate the transactions contemplated hereby, except as otherwise set forth in the Disclosure Schedules, Buyer hereby represents and warrants to Seller as of the date hereof that:

6.1 **Organization of Buyer.** Buyer is a corporation duly organized, validly existing and in good standing under the Laws of Illinois and has all necessary corporate power and authority to carry on its business as currently conducted and to own and operate its properties and assets. Buyer is a wholly-owned subsidiary of Rosenthal & Rosenthal, Inc., a New York corporation.

6.2 **Authority of Buyer.** Buyer has all necessary corporate power and authority to enter into this Agreement, the performance by Buyer of its obligations hereunder and the consummation by Buyer of the transactions contemplated hereby, and no other actions or proceedings on the part of Buyer are necessary to authorize this Agreement and the transactions contemplated hereby. This Agreement has been duly authorized, executed and delivered by Buyer and is the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditor's rights generally and any limitation imposed by general equity principles, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

6.3 **No Conflicts; Governmental Approvals.** Neither the execution nor delivery of this Agreement or the consummation of any of the transactions contemplated hereby nor compliance by Buyer with or fulfillment of the terms, conditions and provisions hereof will:

(a) (i) conflict with or result in a violation of the organizational documents of Buyer, (ii) result in a violation in any material respect of any Law to which Buyer is subject or any Court Order to which Buyer is subject, (iii) conflict with or result in any breach of any of the terms, conditions or provisions of, constitute a default under, or give any third party the right to modify or terminate or cause the modification or termination of, any obligation under, the provisions of any material note, instrument, agreement, mortgage, deed of trust, lease, license, franchise, permit or other authorization, right, restriction or obligation to which Buyer is a party or any of its assets or properties is subject or by which Buyer is bound, except in the case of (iii) above, as would not have a material adverse effect on the ability of Buyer to carry out its obligations under, and to consummate the transactions contemplated by, this Agreement; or

(b) require any consent, license, permit, authorization or approval by Buyer from any Governmental Body.

6.4 **No Violation, Litigation or Regulatory Action.** There is no action, suit, or proceeding pending and Buyer is without knowledge of any threatened action, suit, or proceeding which questions or challenges the legality or propriety of the transactions contemplated by this Agreement.

6.5 **Governmental Permits.** Buyer owns, holds or possesses those licenses, franchises, permits and other authorizations from a Governmental Body which are reasonably necessary for Buyer to own the Purchased Assets and to carry on and conduct its business relating thereto.

6.6 **Ability to Perform; Availability of Funds.** Buyer has the sophistication, operational capability, financial wherewithal, personnel, facilities, legal and accounting support and other resources to perform fully its obligations under this Agreement, the Assignment and Assumption Agreement and the other Purchase Documents. Without limiting the generality of the foregoing, Buyer has available, on the date hereof, sufficient funds to pay the Purchase Price and to carry out the transactions contemplated by this Agreement, and will have such funds as of the Closing Date.

6.7 **No Finder.** Neither Buyer nor any Person acting on its behalf has paid or become obligated to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated by this Agreement.

6.8 **No Other Representations and Warranties**. Except for the representations and warranties expressly contained in this Article VI (including the related portions of the Disclosure Schedules), neither Buyer nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Buyer, including any representation or warranty as to the accuracy or completeness of any information furnished or made available to Seller and its employees, accountants, lawyers, bankers, and advisors in connection with the transactions contemplated hereby, or any representation or warranty arising from statute or otherwise in law.

ARTICLE VII
[RESERVED]

ARTICLE VIII
ADDITIONAL AGREEMENTS

8.1 **Post-Closing Remittances and Adjustments; Further Assurances.**

(a) Amounts which are paid in respect of the Purchased Assets and are received by Seller following the Closing with respect to such Purchased Assets shall be received by Seller as agent, in trust for and on behalf of Buyer and Seller shall pay promptly all of such amounts over to Buyer and shall provide to Buyer information, to the extent known, as to the nature, source and classification of such payments, including any invoice relating thereto. All amounts in respect of Excluded Assets shall be received by Buyer as agent, in trust for and on behalf of Seller, and Buyer shall promptly pay all of such amounts over to Seller and shall provide to Seller information, to the extent known, as to the nature, source and classification of such payments, including any invoice relating thereto.

(b) Seller shall execute and deliver Notice of Assignment Letters of each Portfolio Account substantially in the form attached hereto as **Exhibit C**, such Notice of Assignment Letters to be delivered at the Closing. Seller shall also execute and deliver and thereafter Buyer will use, each Power of Attorney of Seller delivered at the Closing and such other documents and instruments as are reasonably necessary to (i) effect the sale, transfer and conveyance to Buyer of the Purchased Assets, including the applicable Portfolio Documents, (ii) to enable Buyer to bill, collect, service and administer the Portfolio Accounts, and (iii) to endorse checks and execute such other assignments, transfer documents, instruments of further assurance, approvals and consents as are necessary or proper in order to complete, ensure and perfect the sale, transfer and conveyance to Buyer contemplated hereby of Purchased Assets and the consummation of the other transactions contemplated hereby with respect to the Portfolio Accounts. Any other assignments, in particular any additional assignments of any lien instruments, any transfer documents, instruments of further assurance, approvals and consents as are necessary or proper in order to complete, ensure and perfect the sale, transfer and conveyance to Buyer contemplated hereby of Purchased Assets and the consummation of the other transactions contemplated hereby with respect to the Portfolio Accounts shall be prepared by Buyer and submitted to Seller for execution after which Seller will reasonably promptly execute. Within sixty (60) days after the Closing Date, Seller shall also provide Buyer with any affidavits of loss Buyer may reasonably request with respect to any Portfolio Documents for which originals are not available.

(c) Promptly after the Closing Date, Buyer and Seller agree to prepare and send to the Clients and applicable third parties the Notice of Assignment Letter. All costs associated therewith shall be paid by the party sending the Letter.

8.2 Delivery of Files. On the Closing Date, Seller shall deliver to Buyer, in the presence of a representative of Buyer, all of the Files with respect to the Portfolio Accounts.

8.3 Non-Competition; Non-Solicitation of Clients.

(a) During the period commencing on the Closing Date and ending on the five (5)-year anniversary of the Closing Date, Seller shall not, and shall cause its Affiliates to not, directly or indirectly, (I) own any interest in, manage, control, participate in, consult with, render services for, be employed in an executive, managerial or administrative capacity by, any person engaged in any Equipment Finance Business anywhere in the United States of America or in any manner engage in any Equipment Finance Business anywhere in the United States of America, (II) influence or attempt to influence any Client to terminate or modify any agreement or course of dealing with Buyer with respect to Buyer's or its Affiliates' Equipment Finance Business in order for Seller or any of its Affiliates to engage in any Equipment Finance Business, or (III) originate any asset-backed loan in the United States of America to finance the purchase of new equipment by the borrower substantially upon such loan's origination ("***Equipment ABL Origination***"), or own any interest in, manage, control, participate in, consult with, render services for, be employed in an executive, managerial or administrative capacity by, any person engaged in Equipment ABL Origination (the foregoing (I), (II) and (III) collectively, the "***Restricted Activity***"); *provided*, *however*, that the restrictions contained in this Section 8.3(a) shall not limit Seller or any of such Affiliates from (i) contacts or relationships with any Client unrelated to the Restricted Activity and that do not include the financing of equipment pursuant to equipment leases or Equipment ABL Origination or (ii) contacts or relationships with any Client with respect to the Excluded Assets or Excluded Liabilities unrelated to the Equipment Finance Business and Equipment ABL Origination; *provided*, *further*, that in the event that AFC or any of its subsidiaries is acquired by a third-party purchaser or acquirer that is already engaged, as of the date of such transaction, in the Equipment Finance Business or Equipment ABL Origination in the United States of America (a "***Third-Party Purchaser***" and any such transaction, an "***AFC Sale Transaction***") during the period commencing on the Closing Date and ending on the five (5)-year anniversary of the Closing, the non-competition and non-solicitation covenants set forth in this Section 8.3 shall not apply to such Third-Party Purchaser (including as combined with AFC or any of its subsidiaries, as applicable) with respect to the operations of such Third-Party Purchaser that were separate from AFC and/or its subsidiaries, as applicable, prior to the closing of such AFC Sale Transaction.

(b) Notwithstanding the foregoing, Seller or its Affiliates may own, directly or indirectly, solely as an investment, securities of any Person engaged in a Restricted Activity if Seller or its Affiliates has less than a five percent (5%) ownership interest in such Person and Seller or its Affiliates is not a controlling Person of, or a member of a group which controls, such Person.

(c) The covenants and undertakings contained in this Section 8.3 relate to matters which are of a special, unique and extraordinary character and a violation of any of the terms of this Section 8.3 may cause irreparable injury to Buyer, the amount of which may be impossible to estimate or determine and which may not be capable of being adequately compensated. Therefore, Buyer will be entitled to seek an injunction, restraining order or other equitable relief from any court of competent jurisdiction in the event of any breach by Seller of this Section 8.3. The rights and remedies provided by this Section 8.3 are cumulative and in addition to any other rights and remedies which Buyer may have hereunder or at law or in equity. In the event that Buyer were to seek damages for any breach of this Section 8.3, the portion of the Purchase Price which is allocated by Buyer to the foregoing covenants shall not be considered a measure of, or limit on, such damages.

(d) The parties agree that, if any court of competent jurisdiction in a final non-appealable judgment determines that a specified time period, a specified geographical area, a specified business limitation or any other relevant feature of this Section 8.3 is unreasonable, arbitrary or against public policy, then a lesser time period, geographical area, business limitation or other relevant feature which is determined to be reasonable, not arbitrary and not against public policy may be enforced against the applicable party. Seller agrees and acknowledges that this covenant is reasonable with respect to its duration, geographical area and scope.

8.4 Non-Solicitation of Employees. During the period commencing on the Closing Date and ending on the five (5)-year anniversary of the Closing Date, Seller shall not, and shall cause its Affiliates to not, cause, solicit, induce or encourage any (x) Transferred Employees or (y) any employees of Buyer or its Affiliates that Seller or any Affiliates of Seller learn of or come in contact with in connection with the consummation of the transactions contemplated this Agreement ("***Buyer Employees***"), in each case, to leave such employment or hire, employ or otherwise engage any such individual. The provisions of this Section 8.4 shall not be violated if Seller or any of its Affiliates (i) solicits for employment, hires, employs or otherwise engages any Transferred Employee or Buyer Employee that has been terminated by Buyer or its applicable Affiliate or (ii) solicits for employment by way of any general advertisement that is not specifically directed to the Transferred Employees, Buyer Employees or Buyer or its Affiliates.

8.5 Limited License of Certain Seller Trademarks.

(a) Limited License to Use Accord Licensed Trademarks. Subject to the terms and conditions of this Agreement, Seller hereby grants to Buyer a non-exclusive, non-transferable (except as provided in Section 13.5), non-sublicensable (except to Affiliates of Buyer), right and license to use the "Accord CapX LLC" and "Accord Equipment Finance" names and trademarks (collectively, the "***Accord Licensed Trademarks***") for the sole purpose of transitioning the marketing of the Business from and after the Closing from the Accord Licensed Trademarks of Seller to the names and trademarks of Buyer, in an orderly and efficient manner; provided, however, that the license set forth in this Section 8.5 shall be: (i) limited as to time, solely during the one (1)-year period following the Closing; (ii) limited as to geography, solely in those jurisdictions in which the Business operates as of the Closing; and (iii) subject to the other limitations set forth in this Section 8.5 and otherwise in this Agreement.

(b) Use of Accord Licensed Trademarks. Prior to any use of Accord Licensed Trademarks hereunder, Buyer shall provide advance written notice thereof at least seven (7) days before any such use, including the text and layout of all proposed advertisements and informational, marketing, and promotional materials, and shall consult with Seller concerning each such proposed use of the Accord Licensed Trademarks. Buyer shall implement any changes or modifications to any such proposed use of the Accord Licensed Trademarks hereunder that are reasonably proposed or requested by Seller in such consultation process, any such change proposed or requested to correct any factual inaccuracy, to prevent any confusion as to the source of the services provided by the Business, or to prevent dilution of the Accord Licensed Trademarks shall be considered conclusively reasonable hereunder.

(c) Quality Control. Buyer acknowledges and is familiar with the high standards, quality, style, and image of Seller and its Affiliates, and Buyer at all times will use of the Accord Licensed Trademarks in a manner consistent with these standards, quality, style, and image. Buyer shall refrain from taking any action that will or may dilute the Accord Licensed Trademarks, tarnish or bring into disrepute the reputation or goodwill associated with the Accord Licensed Trademarks, or invalidate or jeopardize any registration of the Accord Licensed Trademarks.

(d) Acknowledgement of Ownership. Buyer acknowledges that (i) Seller is the owner of the Accord Licensed Trademarks and all related brands and marks throughout the world and all goodwill related thereto, and (ii) all use of Accord Licensed Trademarks under this Agreement and any goodwill accruing from such use will inure solely to Seller's benefit. If Buyer acquires any right in the Accord Licensed Trademarks by operation of law or otherwise, Buyer hereby irrevocably assigns such rights to Seller without further action by either Party. Buyer shall refrain from any use of the Accord Licensed Trademarks hereunder that would be reasonably expected to give rise to any confusion as to the source of the services provided by the Business from and after the Closing, including, without limitation, any use of the Accord Licensed Trademarks that states, suggests, or otherwise implies that Seller owns, controls, or is otherwise involved in the operation of the Business from and after the Closing.

(e) Elimination of References to U.S. Restricted Activity. Promptly following the Closing, Seller shall cause the removal of all references to engaging in the Restricted Activity in the United States of America from AFC's, Seller's and their respective Affiliates' websites and marketing materials.

(f) Reservation of Rights. Seller and its Affiliates hereby reserve all rights in and to the Accord Licensed Trademarks not expressly granted to Buyer under this Agreement and the Accord Licensed Trademarks shall continue to remain the sole property of Seller and its Affiliates.

8.6 UCC Filings. Promptly after the Closing Date, and in all events within fifteen (15) days thereafter, Buyer shall, and Seller hereby authorizes Buyer to, in the name and on behalf of Seller, file amendments to UCC financing statements on Form UCC-3 reflecting the assignments from Seller to Buyer contemplated by this Agreement, in connection with each UCC-1 financing statement on file in respect of the Clients in respect of an active Portfolio Account.

8.7 Taxes.

(a) As required by the Code, Seller shall prepare Form 8594, "Asset Acquisition Statement" for tax year 2024 and each year thereafter as required to present the "Purchase Price Allocation". As required, Buyer shall file a copy of Form 8594 consistent with that prepared by Seller.

(b) Any documentary stamp Tax, transfer or similar Tax directly attributable to the sale or transfer of the Purchased Assets or the Assumed Liabilities shall be paid by Seller.

(c) Each party hereto shall provide reimbursement for any Tax which is the responsibility of such party in accordance with the terms of this Section 8.7 and which is paid by the other party. Within a reasonable time prior to the payment of any such Tax, the party paying such Tax shall give notice to the other party of the Tax payable and the portion which is the liability of each party, although failure to do so will not relieve the other party from its liability hereunder.

(d) Nothing herein shall be construed as obligating Buyer in any way to pay any Taxes which are the liability of a Client or Guarantor or which shall be due with respect to any Portfolio Collateral.

8.8 Employee Matters.

(a) Offers. Buyer shall offer employment effective on the Closing Date to all Selected Employees on terms set forth in such Transferred Employee's respective Employment Agreement. Any Selected Employee who accepts Buyer's offer of employment and becomes an employee of Buyer as of the Closing Date is referred to herein as a "***Transferred Employee***." Buyer shall provide Seller with a copy of each fully-executed Employment Agreement at or prior to the Closing.

(b) Compensation and Benefits. Buyer shall provide each Transferred Employee the compensation, benefits and service credits set forth in such Transferred Employee's respective fully-executed Employment Agreement, and shall otherwise comply with the terms of each such Employment Agreement.

(c) No Severance, Termination, or Separation. Buyer and Seller intend that the transactions contemplated by this Agreement should not constitute a separation, termination, or severance of employment of any Selected Employee who accepts an employment offer by Buyer that is consistent with the requirements of this Section 8.8, including for purposes of any Seller Benefit Plan that provides for separation, termination, or severance benefits, and that each such Transferred Employee will have continuous employment immediately before and after the Closing.

(d) No Third Party Beneficiaries. No provision of this Section 8.8 shall create any third party beneficiary or other rights in any employee or former employee (including any beneficiary or dependent thereof) or independent contractor of Seller or its Affiliates in respect of continued or renewed employment or engagement (or resumed employment or engagement) with Buyer or any of its Affiliates, and no provision of this Section 8.8 shall create any such rights in any such Persons in respect of any benefits or other compensation that may be provided, directly or indirectly, under any employee benefit plan of Seller, Buyer, or any of their respective Affiliates. No provision of this Section 8.8 shall be construed to (i) amend, establish, or terminate or prohibit the amendment or termination of, any employee benefit plan of Seller, Buyer, or any of their respective Affiliates or (ii) require Buyer to continue to employ any particular Transferred Employee following the Closing for any particular time.

(e) Audit Support. Solely so as to permit Seller and its Affiliates to complete its year-end audit for 2024, from and after the Closing until the completion of the year-end audit of Seller and its Affiliates for 2024, Buyer shall use commercially reasonable efforts to make the Transferred Employees reasonably available to Seller and its Affiliates, at reasonable times that are not unduly disruptive to the Business after Closing, to answer questions and provide information to Seller and its Affiliates concerning the pre-Closing operation of the Business that Seller and its Affiliates reasonably require to complete its year-end audit for 2024.

8.9 Certain Cooperation. From and after the Closing, with respect to those certain surviving indemnification, hold harmless and reimbursement (or comparable) rights that Seller and its Affiliates have against Clients pursuant to the Portfolio Documents with respect to Liabilities that Seller or its Affiliates may incur in respect of matters that arise out of or relate to pre-Closing periods (collectively, "***Surviving Indemnification Rights***"), Buyer shall reasonably cooperate with Seller and take such actions as Seller may reasonably request to assist Seller in enforcing such Surviving Indemnification Rights against Clients in respect of such Liabilities, including, as applicable, using commercially reasonable efforts to pass-through such Surviving Indemnification Rights or the benefits thereof to Seller and its Affiliates. From and after the Closing, Buyer shall refrain from taking any voluntary action to waive, eliminate, or reduce any of the Surviving Indemnification Rights, it being understood and agreed that this Section 8.9 pertains only to the Surviving Indemnification Rights and is not intended, and shall not be construed to, impair or limit the ability of Buyer to operate the Business after Closing in the Ordinary Course of Business, including, without limitation, with respect to the ordinary course administration of the Portfolio Accounts and dealings with Clients after Closing.

8.10 Data Room. Within fifteen (15) days after the Closing, Seller shall deliver (or cause its investment bank to deliver) to Buyer a USB drive containing a true, complete, and correct copy of the Data Room.

8.11 Notice of Assignment Letters. By no later than 5:00 p.m. Eastern Time on Friday October 4, 2024, Seller shall cause an executed Notice and Acknowledgment of Assignment of Equipment Lease, in the form attached hereto as **Exhibit C** ("***Notice of Assignment Letter***"), to be sent to each Client of Seller (or Third-Party Originator, where such Third-Party Originator, and not Seller, services the applicable Portfolio Account).

ARTICLE IX
[RESERVED]

ARTICLE X
[RESERVED]

ARTICLE XI
INDEMNIFICATION

11.1 Indemnification by Seller. From and after the Closing Date and subject to the limitations of this Article XI, Seller agrees to indemnify and hold Buyer and its Affiliates, their respective successors and assigns, and in each such case their respective directors, officers, employees and agents (including former directors, officers, employees and agents) ("***Buyer Indemnified Parties***") harmless from and against any and all Losses incurred by any Buyer Indemnified Party to the extent directly resulting from or directly arising out of:

(a) any breach by Seller of any of its representations or warranties contained in Article V of this Agreement;

(b) any breach of or failure to perform any agreement or covenant to be performed by Seller pursuant to this Agreement or any Purchase Document, including but not limited to any failure to remit amounts pursuant to Section 8.1(a); or

(c) any Excluded Liability; provided, however, that Seller shall not be obligated to indemnify any Buyer Indemnified Party pursuant to this Section 11.1(c) with respect to any Losses incurred by such Buyer Indemnified Party (including with respect to any direct claim or any Third Party Claim) arising out of, related to, or otherwise in respect of the Portfolio Accounts or Portfolio Documents (including with respect to the collectability of the Portfolio Accounts), except for (i) any Liabilities arising out of, relating to, or otherwise in respect of a breach by or default of Seller under the Portfolio Documents with respect to any period prior to the Effective Time; or (ii) any Liabilities in respect of legal proceedings pending on the Closing Date which arise out of, relate to, or are otherwise in respect of the Portfolio Accounts or Portfolio Documents.

11.2 Indemnification by Buyer. From and after the Closing Date and subject to the limitations of this Article XI, Buyer agrees to indemnify and hold Seller and its Affiliates, their respective successors and assigns, and in each such case their respective directors, officers, employees and agents (including former directors, officers, employees and agents) ("***Seller Indemnified Parties***") harmless from and against any and all Losses at any time incurred by any Seller Indemnified Party to the extent directly resulting from or directly arising out of:

(a) any breach by Buyer of any of its representations or warranties contained in Article VI of this Agreement;

(b) any breach or failure to perform any agreement or covenant to be performed by Buyer pursuant to this Agreement or any Purchase Document, including but not limited to any failure to remit amounts pursuant to Section 8.1(a);

(c) any Assumed Liability; or

(d) the operation or administration of the Purchased Assets after the Closing Date; provided, however, that Buyer shall not be obligated to indemnify Seller pursuant to this Article XI in respect of any matter for which Seller is obligated to indemnify Buyer pursuant to this Article XI.

11.3 Notice of Claims. Promptly upon the sooner to occur of (a) a party's acquisition of knowledge of facts or circumstances which could serve as the basis for a claim under this Article XI or (b) receipt of notice of any claim, demand or assessment or the commencement of any suit, action, arbitration or proceeding in respect of which indemnity may be sought on account of the indemnity agreement contained in this Article XI, the party seeking indemnification (the "***Indemnified Party***") shall give written notice to the party obligated to provide indemnification to such Indemnified Party (the "***Indemnifying Party***") describing in reasonable detail the facts giving rise to any claim for indemnification hereunder and a reference to the provision of this Agreement or any other agreement, document or instrument executed hereunder or in connection herewith upon which such claim is based and within sufficient time to respond to such claim or answer or otherwise plea in such action; provided that failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent it shall have been materially prejudiced by such failure.

11.4 Third Party Claims.

(a) In the event that any Person not a party to this Agreement shall make any demand or claim or file or threaten to file any lawsuit, which demand, claim or lawsuit may result in any Losses to one party hereto of the kind for which such party is entitled to indemnification pursuant to this Article XI (a "***Third Party Claim***"), then the Indemnified Party shall give the Indemnifying Party prompt written notice thereof. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only the extent that the Indemnifying Party forfeits rights or defenses as a result of such failure. Such notice by the Indemnified Party shall describe the Third Party Claim in reasonable detail, shall include copies of all material written evidence thereof, and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the defense of any Third Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defense. In the event that the Indemnifying Party assumes the defense of any Third Party Claim, subject to this Section 11.4, it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal, or make counterclaims pertaining to any such Third Party Claim in the name and on behalf of the Indemnified Party and the Indemnified Party shall not agree to any settlement of such Third Party Claim without the written consent of the Indemnifying Party, not to be unreasonably withheld, conditioned or delayed. The Indemnified Party shall have the right, at its own cost and expense, to participate in the defense of any Third Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. If the Indemnifying Party elects not to compromise or defend such Third Party Claim or fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, the Indemnified Party may, subject to Section 11.4(b), pay, compromise, or defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim. Seller and Buyer shall cooperate with each other in all reasonable respects in connection with the defense of any Third Party Claim, including making available records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third Party Claim.

(b) Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third Party Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld, conditioned or delayed), except as provided in this Section 11.4(b). If a firm offer is made to settle a Third Party Claim without leading to Liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all Liabilities and obligations in connection with such Third Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within ten (10) days after its receipt of such notice (which consent shall not be unreasonably withheld, conditioned, or delayed), the Indemnified Party may continue to contest or defend such Third Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third Party Claim, the Indemnifying Party may settle the Third Party Claim upon the terms set forth in such firm offer to settle such Third Party Claim. If the Indemnified Party has assumed the defense of a Third Party Claim pursuant to Section 11.4(a), the Indemnified Party shall not agree to any settlement of such Third Party Claim without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld, conditioned or delayed).

11.5 Mitigation. The Indemnified Party shall be obligated in connection with any claim for indemnification under this Article XI to use commercially reasonable efforts to mitigate Losses upon and after becoming aware of an event which could reasonably be expected to give rise to such Losses; *provided* that the Indemnified Party's failure to mitigate shall not relieve the Indemnifying Party of its indemnification obligations hereunder or affect the amount of such liability unless the failure to so mitigate materially affects the position of the Indemnifying Party with respect to such claim or materially increases the Losses for which the Indemnifying Party is responsible.

11.6 Survival of Representations and Warranties. Subject to the other limitations and provisions of this Agreement, all representations and warranties in this Agreement will survive the Closing for a period ending on March 31, 2026; *provided, however*, that the foregoing time limitation shall not apply to (a) Section 5.11 (Taxes), which shall survive until the expiration of the applicable statute of limitations; *provided*, *further*, that the foregoing time limitation shall not apply to the Fundamental Representations and Warranties, which shall survive indefinitely. No claim for indemnification for any purpose under this Article XI shall be made after such survival date expires unless notice of such claim or the basis for such claim is delivered by a party hereto in strict compliance with this Article XI on or before the date that is the expiration of the applicable survival period, if any.

11.7 Limitations on Indemnification. No Indemnifying Party will have liability with respect to the matters described in Section 11.1(a) or Section 11.2(a) until the total of all Losses incurred by the applicable Indemnified Parties in respect thereof exceeds $250,000, in which case the applicable Indemnified Parties shall have a right to payment for all such aggregate Losses. The aggregate amount of Losses for which (i) Seller shall be liable pursuant to Section 11.1(a) (except with respect to breaches of Seller Fundamental Representations and Warranties), or (ii) Buyer shall be liable pursuant to Section 11.2(a) (except with respect to breaches of Buyer Fundamental Representations and Warranties), shall not, in either case, exceed $5,000,000. Seller's maximum aggregate liability pursuant to this Agreement shall be limited to the Purchase Price. Notwithstanding the foregoing, the limitations set forth in this Section 11.7 shall not apply to (i) payment obligations of the parties set forth in Article III and Article IV, (ii) Losses arising out of any breach resulting from Fraud on the part of Seller or Buyer, or (iii) any breach of Section 5.11 (Taxes).

11.8 Payment of Claims. Any indemnification payments made by any Indemnifying Party shall be deemed to be and treated for all purposes, including, without limitation, Tax purposes, as adjustments to the Purchase Price. The liability of the Indemnifying Party with respect to any indemnification claim shall be reduced by any insurance proceeds received by the Indemnified Party as a result of such Losses upon which such indemnification claim is based; *provided* that the foregoing shall not limit the right of an Indemnified Party to submit a claim prior to the expiration of the applicable time period provided under this Article XI.

11.9 No Double Recovery; Use of Lease Verification Holdback. In no event shall either Party be entitled to be indemnified under this Article XI in respect of matters for which such Party is entitled to an adjustment of the Purchase Price pursuant to the post-Closing adjustment mechanisms set forth in Section 3.3 and/or Section 3.5, except in the event that a Party breaches its obligation to make a payment pursuant to Section 3.3(f)(i), Section 3.3(f)(ii), and/or Section 3.5(e), as applicable, that has become due and final pursuant to the terms of Section 3.3 or Section 3.5, as applicable. From and after the Closing until the post-Closing adjustment process described in Section 3.5 has been fully resolved, Buyer shall hold the Lease Verification Holdback in trust for Seller and shall not use it for any purpose whatsoever except as part of the payment of any post-Closing adjustment as specified in Section 3.5(e). In no event shall Buyer be permitted to set-off any amounts that may become due to Buyer Indemnified Parties under this Article XI against the Lease Verification Holdback.

11.10 Exclusive Remedies. Subject to and except for Section 13.16 (Specific Performance), the parties hereto acknowledge and agree that from and after the Closing their sole and exclusive remedy with respect to any and all claims (other than claims of Fraud against a party hereto) for any breach of any representation, warranty, covenant, agreement, or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this Article XI. Nothing in this Section 11.10 shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled pursuant to Section 13.16 (Specific Performance) or to pursue a claim of Fraud against a party hereto.

ARTICLE XII
[RESERVED]

ARTICLE XIII
GENERAL PROVISIONS

13.1 Confidential Nature of Information. Each party hereto agrees that it will treat in confidence all documents, materials and other information which it shall have obtained regarding the other party during the course of the negotiations leading to the consummation of the transactions contemplated hereby (whether obtained before or after the date of this Agreement), the investigation provided for herein and the preparation of this Agreement and other related documents, and, in the event the transactions contemplated hereby shall not be consummated, each party will return to the other party all copies of nonpublic documents and materials which have been furnished in connection therewith. Such documents, materials and information shall not be disclosed to any other party or Person; provided that either party hereto may disclose such documents, materials and information to any of its counsel, accountants or financial advisors who are informed of the confidentiality provisions contained herein, it being understood that such disclosing party shall be liable to the other party hereto for any disclosure or use of such documents, materials and information in violation of the terms hereof by any of its counsel, accountants or financial advisors. Neither party hereto shall use any confidential information in any manner whatsoever except solely for the purpose of evaluating the proposed purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities. The obligation of each party to treat such documents, materials and other information in confidence shall not apply to any information which (a) is or becomes available to such party from a source other than the other party, (b) is or becomes available to the public other than as a result of disclosure by such party or its agents, (c) is required to be disclosed under applicable law or judicial process, or to any Governmental Body having regulatory authority over such party or its Affiliates, but only to the extent it must be disclosed, or (d) such party reasonably deems necessary to disclose in order to obtain any of the consents or approvals contemplated hereby.

13.2 **No Partnership.** Nothing herein shall be construed as creating a partnership, joint venture or agency relationship between Buyer and Seller, except to the extent the Power of Attorney to be delivered to Buyer at Closing by Seller creates any agency relationship.

13.3 **No Public Announcement.** The parties shall work together in good faith to prepare a public announcement to be released upon the consummation of the transactions contemplated hereby. Other than the foregoing, no party hereto, without the approval of the other party hereto (not to be unreasonably withheld, conditioned or delayed), shall make any press release or other general public announcement concerning the transactions contemplated by this Agreement, except as and to the extent that any such party shall be so obligated by Law, in which case the other party shall be advised and the parties shall use their best efforts to cause a mutually agreeable release or announcement to be issued; provided, however, that the foregoing shall not preclude communications or disclosures to employees and as necessary to implement the provisions of this Agreement or to comply with accounting and US Securities and Exchange Commission and/or Canadian Securities Administrators disclosure obligations or the disclosure requirements of any exchange upon which the securities of Seller or its Affiliates are traded (including, without limitation, the Toronto Stock Exchange).

13.4 **Notices.** All notices required under this Agreement shall be in writing and shall be considered given upon: (a) personal delivery; (b) delivery by nationally recognized overnight courier; (c) delivery by email to the other party's verified email address, and a copy thereof is forthwith sent by overnight courier to the addressee; or (d) if sent via United States mail, the third day following mailing by certified mail, return receipt requested, postage prepaid and appropriately addressed. Such addresses shall be:

(a) If to Seller, to:

Accord CapX LLC
c/o Accord Financial Corp.
40 Eglinton Ave. E, Suite 602
Toronto, ON M4P 3A2, CA
Attention: Simon Hitzig, CEO
Email: Hitzig@AccordFinancial.com

With a copy to (which shall not constitute notice):

Patterson Belknap Webb & Tyler LLP
1133 Avenue of the Americas
New York, NY 10036
Attention: Craig W. Dent
Email: cdent@pbwt.com

(b) If to Buyer, to:

Rosenthal & Rosenthal Midwest Inc.
c/o Rosenthal & Rosenthal, Inc.
1370 Broadway
New York, NY 10018
Attention: James Occhiogrosso

Email: JOcchiogrosso@rosenthalinc.com

With a copy to (which shall not constitute notice):

Otterbourg P.C.
230 Park Avenue
New York, NY 10169
Attention: Philip C. Berg
Facsimile: (212) 682-6104
Email: PBerg@otterbourg.com

or to such other address as such party may indicate by a notice delivered to the other parties hereto.

13.5 Successors and Assigns. The rights of any party under this Agreement shall not be assignable by a party hereto without the written consent of the other party, provided that Buyer can assign this Agreement to an affiliate of Buyer. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties. Except as expressly set forth in this Agreement (including with respect to the indemnity obligations of the parties set forth in Article XI), nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their permitted successors and assigns.

13.6 Entire Agreement; Exhibits and Schedules; Amendments. This Agreement and the Exhibits and Schedules referred to herein and the other Purchase Documents contain the entire understanding and agreement of the parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements, inducements, understandings, disclosures, correspondence, offering memoranda or letters of intent between or among any of the parties hereto, whether expressed or implied, oral or written, regarding the same subject matter. Each of the Exhibits and Schedules attached hereto are incorporated into this Agreement and by this reference made a part hereof. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the parties hereto.

13.7 Interpretation. Article titles and section headings are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The Schedules and Exhibits referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein. Disclosure of any fact or item in any Schedule hereto referenced by a particular section in this Agreement shall be deemed to have been disclosed with respect to every other section in this Agreement.

13.8 Waivers. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the party or parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any party, it is authorized in writing by an authorized representative of such party. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

13.9 Expenses.

(a) Each party hereto will pay all costs and expenses incident to its negotiation and preparation of this Agreement and to its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including the fees, expenses and disbursements of its counsel and accountants.

(b) If the parties submit any matter involving the determination of the Purchase Price to an Accounting Firm, the fees and expenses of the Accounting Firm shall be paid by the parties hereto, with the responsibility of each party for payment of final fees and expenses being reduced by a percentage that is equal to the amount ultimately awarded by the Accounting Firm to that party divided by the total amount in dispute between the parties.

(c) Buyer and Seller shall share equally any expenses for the shipping and transportation costs for the Files to such location as directed by Buyer.

13.10 Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or any other provisions hereof, unless such a construction would be unreasonable.

13.11 Execution in Counterparts; Electronic Execution. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to Seller and Buyer. This Agreement may also be executed electronically, including via exchange of signature pages by PDF or execution via DocuSign.

13.12 Further Assurances. The parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

13.13 Dispute Resolution. In the event of any dispute or controversy between the parties hereto, arising out of or in connection with the execution, interpretation and performance of this Agreement (including the validity, scope and enforceability of this Section 13.13, but excluding any dispute as to the calculation of the Purchase Price which shall be subject exclusively to the provisions of Article III) or any documents or instruments relating hereto, the parties shall use their reasonable efforts to settle such dispute or controversy amicably by negotiation for a period of thirty (30) days, commencing upon the receipt of written demand for negotiation setting forth the basis of the dispute. After the expiration of the thirty (30) day negotiation period, either party may commence judicial action to resolve such dispute as set forth below. The provisions of this Section 13.13 shall not apply to the extent that either party hereto reasonably believes that it needs to seek injunctive relief in a judicial proceeding in order to avoid irreparable harm.

13.14 Jurisdiction; Waiver of Jury Trial.

(a) Any controversy or claim between or among the parties, arising out of or relating to this Agreement or any agreements or instruments relating hereto, including any claim based on or arising from an alleged tort (but excluding any dispute as to the calculation of the Purchase Price which shall be subject exclusively to the provisions of Article III), shall be subject to the exclusive jurisdiction of the federal courts sitting in The City of New York, New York County, State of New York or, if such courts do not have jurisdiction, in the state courts of the State of New York located in The City of New York, New York County, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

(b) Each party hereto hereby waives trial by jury in any action, proceeding or counterclaim arising out of or in any way concerned with this Agreement or any of the agreements, instruments or documents contemplated hereby. No party hereto, nor any assignee or successor of any party hereto shall seek a jury trial in any lawsuit, proceeding, counterclaim or any other litigation procedure based upon, or arising out of, this Agreement or any of the agreements, instruments or documents contemplated hereby. No party hereto will seek to consolidate any such action, in which a jury trial has been waived, with any other action in which a jury trial cannot be or has not been waived. The provisions of this Section 13.14 have been fully discussed by the parties hereto, and the provisions shall be subject to no exceptions. No party hereto has in any way agreed with or represented to any other party that the provisions of this Section 13.14 will not be fully enforced in all instances.

13.15 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of laws provisions) of the State of New York.

13.16 Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties hereto shall be entitled to an injunction or injunctions, specific performance, and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, in addition to any other remedy to which it may be entitled at law or in equity, without posting a bond or similar indemnity.

[Signatures contained on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed the day and year first above written.

SELLER:

ACCORD CAPX LLC, a Delaware limited liability company

By: ____________________
Name: James Hogan
Title: President

BUYER:

ROSENTHAL & ROSENTHAL MIDWEST INC., an Illinois corporation

By: ____________________
Name: ____________________
Title: ____________________

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed the day and year first above written.

SELLER:

ACCORD CAPX LLC, a Delaware limited liability company

By: ______________________________
Name: ______________________________
Title: ______________________________

BUYER:

ROSENTHAL & ROSENTHAL MIDWEST INC., an Illinois corporation

DocuSigned by:

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By: ______________________________
Name: [illegible]
Title: Executive Vice President

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EXHIBIT A

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "***Agreement***") is made and entered into effective as of [_________], 2024 (the "***Effective Date***") by and between **ACCORD CAPX LLC**, a Delaware limited liability company ("***Seller***"), and **ROSENTHAL & ROSENTHAL MIDWEST INC.,** an Illinois corporation ("***Buyer***"). Capitalized terms used herein, but not otherwise defined herein, shall have the meanings set forth in the Asset Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement dated as of the date hereof (the "***Asset Purchase Agreement***"); and

WHEREAS, subject to the terms of the Asset Purchase Agreement, Seller has agreed to sell, transfer and convey to Buyer all of Seller's right, title and interest in the Purchased Assets being purchased by Buyer on the date hereof described in the Asset Purchase Agreement (the "***Purchased Assets***"); and

WHEREAS, as a part of the Purchase Price for the Purchased Assets, Buyer has agreed to assume the Assumed Liabilities relating to the Purchased Assets (the "***Assumed Liabilities***"); and

WHEREAS, this Agreement is designed to effectuate the assignment by Seller and the assumption by Buyer of the aforesaid assets, rights, obligations and liabilities.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Asset Purchase Agreement, the receipt and legal sufficiency of such consideration being hereby acknowledged, it is agreed as follows:

1. Seller hereby sells, transfers, assigns and delivers to Buyer all of Seller's right, title and interest in and to the Purchased Assets, and assigns to Buyer Seller's rights under the Purchased Assets.

2. Buyer hereby assumes Seller's obligations under the Assumed Liabilities, including all purchase, funding and other contractual obligations of Seller to be performed on or after the date hereof under the Portfolio Documents relating to the Purchased Assets (excluding the Excluded Liabilities).

3. Seller neither assigns, nor does Buyer assume, any liabilities or obligations of Seller whatsoever, except for those liabilities expressly set forth in Paragraph 2 hereof and in the Asset Purchase Agreement.

4. The terms of the Asset Purchase Agreement are expressly incorporated herein and made a part hereof by reference.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, notwithstanding any otherwise applicable conflicts of law principles.

6. To the extent of any conflict between the Asset Purchase Agreement and this Agreement, the Asset Purchase Agreement shall control.

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment and Assumption Agreement to be executed in their respective names by their duly authorized officers as of the day first above written.

SELLER:

ACCORD CAPX LLC, a Delaware limited liability company

By: ______________________________
Name: ______________________________
Title: ______________________________

BUYER:

ROSENTHAL & ROSENTHAL MIDWEST INC., an Illinois corporation

By: ______________________________
Name: ______________________________
Title: ______________________________

EXHIBIT B

POWER OF ATTORNEY

THIS POWER OF ATTORNEY (this "***Power of Attorney***") is dated as of [__], 2024 by **ACCORD CAPX LLC**, a Delaware corporation ("***Seller***"), to be effective as of 9:00 AM (Eastern Time) on such date. Capitalized terms used herein, but not otherwise defined herein, shall have the meanings set forth in the Asset Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, Seller and **ROSENTHAL & ROSENTHAL MIDWEST INC.,** an Illinois corporation ("***Buyer***"), have entered into an Asset Purchase Agreement dated as of [_____], 2024 (the "***Asset Purchase Agreement***"), which provides for the sale by Seller to Buyer of certain personal property described therein; and

WHEREAS, in the Agreement, Seller has agreed, from time to time, at the request of Buyer, to execute, acknowledge and deliver to Buyer assignments, transfer documents, documents of title, instruments of further assurance, approvals and consents that may be reasonably required to (i) transfer to Buyer certain Purchased Assets (as defined in the Agreement) being acquired by Buyer pursuant to the Asset Purchase Agreement, including Portfolio Accounts and Portfolio Collateral therefor to the extent of Seller's interest in such collateral, and Files (other than Excluded Materials) and records relating to such Portfolio Accounts, (ii) enable Buyer to bill, collect, service and administer the Portfolio Accounts and other Purchased Assets transferred thereby, and (iii) give full force and effect to the intent and purpose of the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby irrevocably appoints and authorizes the President, the Chief Financial Officer, any Vice President or the Secretary of Buyer as its attorney-in-fact, solely with respect to the Purchased Assets, to (i) endorse any checks representing amounts paid by Clients in respect of the Purchased Assets that are received by Buyer following the Closing, but that are erroneously addressed or made out to Seller rather than to Buyer; (ii) execute, endorse, file, and record any financing statements and other UCC filings with respect to the Purchased Assets; and (iii) execute, endorse, file, and record any collateral or title instruments necessary to transfer the security interest granted with respect to any Portfolio Collateral or ownership of any Owned Financed Equipment from Seller to Buyer. This Power of Attorney is not intended to and does not convey to Buyer any right to endorse or record any documents of title relating to collateral or other assets other than the Purchased Assets and does not authorize Buyer to execute or endorse any document with recourse to Seller or with any representations and warranties on the part of Seller. This Power of Attorney shall automatically terminate upon the six (6) month anniversary of the date hereof and shall, thereafter, be of no further force or effect.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be duly executed by a duly authorized officer as of the date first written above.

ACCORD CAPX LLC,
a Delaware corporation

By: ____________________________________
Name: ____________________________________
Title: ____________________________________

STATE OF ______________)
) ss.
COUNTY OF __________)

On ______ ___, 2024, before me appeared __________________, to me personally known, who being by me duly sworn, did say that he/she is a ______________ of **ACCORD CAPX LLC**, a Delaware corporation, and said person acknowledged execution of the foregoing instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

____
Notary Public

____
My Commission Expires:

EXHIBIT C

[FOR CLIENTS]

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT OF EQUIPMENT LEASE

September [___], 2024

[*Lessee name*]
[*Lessee address*]
[*Lessee address*]

RE: Lease Schedule(s) No. [________] to Master Lease Agreement No. [_________]

Dear [*Lessee name*]:

Reference is made to that certain Lease Schedule(s) No. [________], dated [_________] (the "***Schedule(s)***") to Master Lease Agreement No. , dated [________] (the "***Master Lease***" and together with the Schedule(s), the "***Lease***" as amended, restated, revised or otherwise modified), by and between [________] ("***Lessee***") and Accord CapX LLC ("***Original Lessor***"), with respect to the leased equipment described on the Schedule(s) (the "***Leased Equipment***").

Please be advised that Original Lessor has agreed to assign and sell its interest in the Lease and all related lease documents and assign and sell the Leased Equipment under the Schedule(s), effective on or about September [30], 2024 to Rosenthal & Rosenthal Midwest Inc., 800 W Fulton Market, Suite 725, Chicago, IL 60607 ("***Assignee Lessor***").

Please confirm to and for the benefit of Assignee Lessor that:

1. As of September [30], 2024, there are [__] quarterly payments of rent equal to $[__________] remaining to be paid over the Lease term, payable beginning with the payment due on [___________] and continuing quarterly thereafter through and including the last payment of rent for the base term due on [_________].

2. The parties acknowledge and agree that there has been an assignment of the Lease and the Leased Equipment to Assignee Lessor and that payment of rent and other sums due under the Lease shall be made by Lessee directly to Assignee Lessor, by ACH or as otherwise required by the Lease, whether or not an invoice is received by Lessee. Certain other payments due under the Lease, including taxes and End of Term Payments, may be separately invoiced and payable.

3. Assignee Lessor's address is as follows:

Accord CapX LLC
800 W Fulton Market, Suite 725
Chicago, IL 60607

4. The Lease is in full force and effect and is the valid and binding obligation of Lessee, strictly enforceable against Lessee in accordance with its terms. Assignee Lessor shall have all of the rights of Original Lessor under the Lease.

5. All representations, warranties, conditions, covenants, authorizations, certifications and agreements of Lessee in the Lease are true and correct and in full force and effect as if made on the date hereof and are made for the benefit of, and shall be relied upon by, Assignee Lessor.

6. Lessee hereby ratifies and affirms the Lease and agrees to perform each obligation of Lessee in the Lease, and further represents and warrants to Assignee Lessor that (i) all required insurance policies and coverage are in full force and effect, (ii) Lessee has satisfied all conditions precedent in the Lease, (iii) no default or event of default as described in the Lease has occurred and remains unremedied, and no event has occurred which, with the giving of notice or lapse of time or both, would become or might reasonably be expected to become an event of default under the Lease, (iv) no event has occurred which has or might reasonably be expected to cause any representation, warranty, covenant, certification, authorization or agreement made by Lessee in the Lease to become untrue or invalid, (v) there is no fact, representation, act or omission, and Lessee has no knowledge of any fact, representation, act or omission, which with the giving of notice, the passage of time or both, would constitute a default by Original Lessor or Assignee Lessor or otherwise give rise to any claim (in contract, tort or otherwise) against Original Lessor or Assignee Lessor or any defense to Lessee's obligations under the Lease, and Lessee hereby expressly releases and waives any and all claims and defenses based on any alleged fact, representation, act or omission occurring on or prior to the date hereof.

7. Assignee Lessor's rights to receive rent and other amounts due under the Lease and to enforce the Lease in all respects are not subject to any defense, set-off, counterclaim, reduction of any kind or recoupment arising out of any claim Lessee may now or hereafter have against Original Lessor, Assignee Lessor or any other party. There has been no prepayment of rent, installments or other sums payable under the Schedule(s) and no casualty has occurred with respect to the Leased Equipment.

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties have executed this Notice and Acknowledgment of Assignment of Equipment Lease as of [________], 2024.

ORIGINAL LESSOR:

ACCORD CAPX LLC, a Delaware limited liability company

By: ______________________________
Name: ______________________________
Title: ______________________________

ASSIGNEE LESSOR:

ROSENTHAL & ROSENTHAL MIDWEST INC., an Illinois corporation

By: ______________________________
Name: ______________________________
Title: ______________________________

LESSEE:

[_________], a [___________]

By: ______________________________
Name: ______________________________
Title: ______________________________

[FOR THIRD PARTY ORIGINATORS]

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT OF CERTAIN INTERESTS IN AN EQUIPMENT LEASE

September [___], 2024

[*Original Lessor name*]
[*Original Lessor address*]
[*Original Lessor address*]

RE: Lease Schedule(s) No. [________] to Master Lease Agreement No. [_________]

Dear [*Original Lessor name*]:

Reference is made to that certain (i) [Nonrecourse Promissory Note (the "***Promissory Note***")], dated [_____], by and between [_____] ("***Original Lessor***") and Accord CapX LLC ("***Transferee Lessor***") and (ii) [Security Agreement (the "***Security Agreement***" and, together with the Promissory Note, the "***Conveyance Documents***")], dated [____], by and between Original Lessor and Transferee Lessor, pursuant to which Original Lessor sold or otherwise assigned for value to Transferee Lessor and Transferee Lessor purchased or otherwise acquired from Original Lessor the right to receive [all / a portion] of the lease payments that Original Lessor is entitled to receive pursuant to Lease Schedule(s) No. [__________], dated [_________] (the "***Schedule(s)***") to Master Lease Agreement No. , dated [_________] (the "***Master Lease***" and together with the Schedule(s), the "***Lease***" as amended, restated, revised or otherwise modified), by and between [________] ("***Lessee***") and Original Lessor, with respect to the leased equipment described on the Schedule(s) (the "***Leased Equipment***").

Please be advised that Transferee Lessor has agreed to assign and sell its interest in the Conveyance Documents and all related lease documents and assign and sell its interest in and to the Leased Equipment under the Schedule(s), effective on or about September [30], 2024 to Rosenthal & Rosenthal Midwest Inc., 800 W Fulton Market, Suite 725, Chicago, IL 60607 ("***Assignee Lessor***").

Please confirm to and for the benefit of Assignee Lessor that:

1. As of September [30], 2024, there are [___] quarterly payments of $[__________] remaining to be paid by Original Lessor to Assignee Lessor over and with respect to the Lease term, payable beginning with the payment due on [_________] and continuing quarterly thereafter through and including the last payment of rent for the base term due on [__________].

2. The parties acknowledge and agree that there has been an assignment of the Conveyance Documents and Transferee Lessor's interest in the Leased Equipment to Assignee Lessor and that payment of rent and other sums due under the Conveyance Documents shall be made by Original Lessor directly to Assignee Lessor, by ACH or as otherwise required by the Conveyance Documents, whether or not an invoice is received by Original Lessor. Certain other payments due under the Conveyance Documents, including taxes and End of Term Payments, may be separately invoiced and payable.

3. Assignee Lessor's address is as follows:

Accord CapX LLC
800 W Fulton Market, Suite 725

Chicago, IL 60607

4. The Conveyance Documents are in full force and effect and are the valid and binding obligations of Original Lessor, strictly enforceable against Original Lessor in accordance with their terms. Assignee Lessor shall have all of the rights of Transferee Lessor under the Conveyance Documents.

5. All representations, warranties, conditions, covenants, authorizations, certifications and agreements of Original Lessor in the Conveyance Documents are true and correct and in full force and effect as if made on the date hereof and are made for the benefit of, and shall be relied upon by, Assignee Lessor.

6. Original Lessor hereby ratifies and affirms the Conveyance Documents and agrees to perform each obligation of Original Lessor in the Conveyance Documents, and further represents and warrants to Assignee Lessor that (i) all required insurance policies and coverage are in full force and effect, (ii) Original Lessor has satisfied all conditions precedent in the Conveyance Documents, (iii) no default or event of default as described in the Conveyance Documents has occurred and remains unremedied, and no event has occurred which, with the giving of notice or lapse of time or both, would become or might reasonably be expected to become an event of default under the Conveyance Documents, (iv) no event has occurred which has or might reasonably be expected to cause any representation, warranty, covenant, certification, authorization or agreement made by Original Lessor in the Conveyance Documents to become untrue or invalid, (v) there is no fact, representation, act or omission, and Original Lessor has no knowledge of any fact, representation, act or omission, which with the giving of notice, the passage of time or both, would constitute a default by Transferee Lessor or Assignee Lessor or otherwise give rise to any claim (in contract, tort or otherwise) against Transferee Lessor or Assignee Lessor or any defense to Original Lessor's obligations under the Conveyance Documents, and Original Lessor hereby expressly releases and waives any and all claims and defenses based on any alleged fact, representation, act or omission occurring on or prior to the date hereof.

7. Assignee Lessor's rights to receive other amounts due under the Conveyance Documents and to enforce the Conveyance Documents in all respects are not subject to any defense, set-off, counterclaim, reduction of any kind or recoupment arising out of any claim Conveyance Documents may now or hereafter have against Transferee Lessor, Assignee Lessor or any other party. There has been no prepayment of rent, installments or other sums payable under the Schedule(s) and no casualty has occurred with respect to the Leased Equipment.

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties have executed this Notice and Acknowledgment of Assignment of Certain Interests in an Equipment Lease as of [________], 2024.

TRANSFEREE LESSOR:

ACCORD CAPX LLC, a Delaware limited liability company

By: ______________________________
Name: ______________________________
Title: ______________________________

ASSIGNEE LESSOR:

ROSENTHAL & ROSENTHAL MIDWEST INC., an Illinois corporation

By: ______________________________
Name: ______________________________
Title: ______________________________

ORIGINAL LESSOR:

[_________], a [___________]

By: ______________________________
Name: ______________________________
Title: ______________________________

EXHIBIT D

TRANSITION SERVICES AGREEMENT

(*See attached.*)

TRANSITION SERVICES AGREEMENT

This Transition Services Agreement (this "Agreement"), dated as of September 30, 2024 (the "Effective Date"), is entered into by and among Rosenthal & Rosenthal Midwest Inc., an Illinois corporation, or its assignee ("Buyer"), solely for purposes of Section 5.02 hereof, Rosenthal & Rosenthal, Inc., a New York corporation ("Buyer Parent"), Accord Financial Corp., an Ontario corporation ("Accord Financial"), and Accord CapX LLC, a Delaware limited liability company ("Accord CapX" and together with Accord Financial, "Sellers" and each, a "Seller"). Buyer and Sellers are each referred to in this Agreement as a "Party" and, collectively, as the "Parties". Capitalized terms not defined herein, unless otherwise indicated herein, shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

RECITALS

A. Buyer and Accord CapX entered into that certain Asset Purchase Agreement, of even date herewith (the "Purchase Agreement"), pursuant to which, among other things, Accord CapX sold to Buyer, and Buyer purchased from Accord CapX, the Purchased Assets of the Business, as more fully described in the Purchase Agreement.

B. In order to ensure an orderly transition of the Purchased Assets and the Business to Buyer and as a condition to consummating the Transactions contemplated by the Purchase Agreement (collectively, the "Transactions"), the parties hereto agreed to enter into this Agreement, pursuant to which Sellers will provide, or cause their respective Affiliates to provide, Buyer with certain services, in each case, on a transitional basis and subject to the terms set forth in this Agreement.

AGREEMENT

The parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I
SERVICES

Section 1.01 Provision of Services.

(a) Sellers agree to provide, or to cause their respective Affiliates to provide, the services (the "Services") set forth on Exhibit A (the "Services Exhibit") to Buyer for the respective periods and on the other terms set forth in this Agreement and in the Services Exhibit.

(b) Sellers shall use commercially reasonable efforts to maintain, or cause its Affiliates to maintain, as applicable, any license or permit necessary for the provision of the applicable Services.

(c) Subject to Section 2.02 and Section 3.04, unless otherwise agreed by the Parties in writing, the obligations of Sellers under this Agreement to provide Services commence with respect to each Service on the Effective Date and terminate on the end date specified in the Services Exhibit (the "End Date"). Notwithstanding the immediately preceding sentence, prior to the applicable End Date, Buyer may from time to time cancel any discrete Service upon prior written notice to the Sellers.

Section 1.02 Standard of Service. Sellers shall provide the Services in good faith and use commercially reasonable efforts to (and shall cause any Affiliate or other party performing the Services on Sellers' behalf to use commercially reasonable efforts to) perform the Services in generally the same manner as each Seller conducted the same or similar services for itself or its Affiliates prior to the Closing, and in accordance with applicable Legal Requirements. Subject to Section 1.03, Sellers shall assign sufficient resources and qualified personnel as are reasonably required to perform the Services in accordance with the standards set forth in the immediately preceding sentence.

Section 1.03 Third-Party Service Providers. Nothing herein shall prevent Sellers from hiring other third-party service providers to provide all or part of any Service which Sellers are unable to provide; provided, however, that Sellers shall in all cases retain responsibility for the provision to Buyer of Services to be performed by any third-party service provider or by any of Sellers' Affiliates if such third-party service provider or Affiliate fails to perform such Service to Buyer's reasonable satisfaction.

Section 1.04 Cooperation; Access to Premises.

(a) Buyer shall reasonably cooperate with the Sellers to facilitate the efficient delivery of Services under this Agreement. In order to enable the provision of the Services by Sellers, Buyer agrees that it shall provide to Sellers' employees and any third-party service providers or subcontractors who provide Services, at no cost, access to the facilities, intranet, or other computer software, networks, hardware, technology or computer-based resources, information, data, and materials of the Business, in all cases to the extent reasonably necessary for Sellers to fulfill their obligations under this Agreement.

(b) Sellers agree that all of Sellers' and Sellers' Affiliates' employees and all third-party service providers who provide Services, when on the property of Buyer or when given access to any equipment, computer, software, network or files owned, acquired or controlled by Buyer, shall conform to the policies and procedures of Buyer concerning health, safety, security and cybersecurity; provided, however, that Buyer will make all such persons aware of such policies and procedures at or before the time of such persons' access thereto.

(c) No Seller have be liable or responsible for or shall be deemed to be in breach of this Agreement as a result of or have liability under this Agreement with respect to any failure to provide a Service as a result of the incompleteness or inaccuracy of any instruction, information, materials, or access provided and prepared by Buyer, in each case with respect to the relevant Service; provided, that such Seller uses commercially reasonable efforts to provide such Service notwithstanding such incompleteness or inaccuracy. No Seller will incur any liability or have any responsibility of any kind (other than as a result of such Seller's gross negligence, bad faith, willful misconduct, or intentional violation of applicable Law) for providing the Services in accordance with any direction, instruction, approval, authorization, decision, or other information provided by Buyer or any of Buyer's Affiliates. If a Seller fails to provide any Service when and as required by this Agreement as a result of a failure by Buyer or Buyer's Affiliates to provide timely direction, instruction, approval, authorization, decision, or other information, in each case, necessary to provide such Service, such Seller shall not be in breach or default of this Agreement.

(d) Nothing in this Agreement shall be deemed to require the provision of a particular Service by Sellers to Buyer if the provision of such Service requires the consent, approval, or authorization of any Person (including any Governmental Body), whether under applicable law, by the terms of any contract to which Sellers are party, or otherwise (each, a "Consent"), unless and until such Consent has been obtained. If the provision of any Services will result in a violation of any third-party agreement or a Consent is necessary to provide the Services, then Sellers shall notify Buyer and in good faith use commercially reasonable efforts to procure for Buyer any mutually agreeable applicable licenses, enter into any appropriate agreement, or obtain the necessary Consent in order to allow the Services to be provided substantially in accordance with the terms set forth herein. In the event any necessary third-party licenses or Consents cannot be obtained by Sellers despite their commercially reasonable efforts, Sellers as promptly as commercially practicable shall notify Buyer, and the Parties shall use their commercially reasonable efforts to develop and implement either (i) a commercially reasonable and practicable alternative arrangement mutually by the Parties for Sellers to provide the applicable Service to Buyer or (ii) if (i) is deemed not reasonably practicable by Buyer, a commercially reasonable and practicable alternative arrangement mutually agreed by the Parties for Buyer to provide or have provided the applicable Service to itself (subclauses (i) and (ii), collectively, an "Alternative Arrangement"), it being understood by both Parties that Alternative Arrangements are to be avoided and minimized to the extent practicable. The costs of obtaining any license, agreement, or Consent under this Section 1.04(d), including the incremental costs of any such Alternative Arrangement, shall be borne by Buyer. Neither Party shall be required to make any non-de minimis payment (except as otherwise agreed in writing by the Parties), incur any non-de minimis liability (including any guarantee or other non-monetary security), offer or grant any non-de minimis accommodation to any third party (except as otherwise agreed in writing by the Parties) or violate any Law or initiate any litigation or arbitration in connection with any action contemplated by this Section.

Section 1.05 Data Privacy and Security. All computer hardware, software, and information technology systems of Buyer used or relied upon by Buyer or Sellers in connection with the provision of the Services hereunder or to which Sellers are granted access to, required to use, or otherwise required to interface with in connection with the provision of the Services hereunder (the "Buyer Systems") are secured with reasonable physical, electronic, procedural, administrative, and technical controls and safeguards sufficient to (i) protect the security and confidentiality (including with respect to any unauthorized access or use) of any and all confidential information and personally identifiable information (collectively "Sensitive Data"), housed on the Buyer Systems, (ii) protect against threats or hazards to the security or integrity of Buyer Systems, (iii) ensure the safety, security, and confidentiality of all transfers of Sensitive Data between Buyer Systems and the computer hardware, software, and information technology systems of Sellers used in connection with the provision of the Services by Sellers to Buyer, and (iv) comply in all material respects with applicable Law.

Section 1.06 Chicago Lease. From and after the Closing, the Parties shall use commercially reasonable efforts to cause the Chicago Lease to be assigned from Accord CapX to Buyer as soon as reasonably practicable. The Parties shall, as necessary, enter into reasonably customary assignment documentation requested by the Chicago Landlord in connection with such assignment of the Chicago Lease. In connection with such assignment of the Chicago Lease, the Parties shall use commercially reasonable efforts to cause the Chicago Landlord to release Accord Financial, Inc. from that certain Guaranty of Lease, dated as of March, 2022, pursuant to which Accord Financial, Inc. guaranteed the obligations of Accord CapX with respect to the Chicago Lease.

Section 1.07 DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT ARE FURNISHED WITHOUT, AND SELLERS EXPRESSLY DISCLAIM WITH RESPECT TO THE SERVICES, ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE.

ARTICLE II
COMPENSATION

Section 2.01 Responsibility for Wages. For such time as any employees of Sellers or any of their respective Affiliates are providing the Services to Buyer under this Agreement, (a) such employees are not, and will not be deemed to be, employees of Buyer for any purpose, and (b) Sellers or such Affiliate, as applicable, shall be solely responsible for the payment and provision of all wages, bonuses and commissions, employee benefits, including severance and worker’s compensation, and the withholding and payment of applicable Taxes relating to such employment.

Section 2.02 Terminated Services. Upon termination or expiration of any or all Services in accordance with this Agreement, or upon the termination of this Agreement in its entirety, Sellers shall have no further obligation to provide the applicable terminated Services.

Section 2.03 Taxes. Sellers shall be responsible for all sales or use Taxes imposed on or measured by its net income and franchise taxes applicable to each of them.

Section 2.04 Service Fees. Except in the case of the Real Estate Services, neither Party shall be entitled to bill or receive payment from the other Party in connection with the provision of the Services, or for the direct or indirect costs or expenses associated with the performance of the Services. In the case of the Real Estate Services, Buyer shall pay to Accord CapX as compensation for such Services, the amount set forth in the Services Exhibit with respect thereto. With respect to the Real Estate Services, Accord CapX shall invoice Buyer monthly, within twenty (20) Business Days after the end of each month, the amount due in respect of the Real Estate Services provided in such month. Buyer shall pay such amount in full within thirty (30) days after receipt of each invoice by wire transfer of immediately available funds to the account designated by Accord CapX for this purpose.

ARTICLE III
TERMINATION

Section 3.01 Termination of Agreement. Subject to <u>Section 3.03</u>, this Agreement shall automatically terminate in its entirety on the earliest to occur of (a) the date upon which Sellers have no continuing obligation to perform any Services as a result of each of their expiration or termination in accordance with Section 1.01(c) or Section 3.02 or (b) the one (1) year anniversary of the Effective Date (the "TSA Outside Date").

Section 3.02 Breach. Any Party (the "Non-Breaching Party") is entitled to terminate this Agreement with respect to any Service, in whole or in part, at any time upon prior written notice to the other Party (the "Breaching Party") if the Breaching Party has failed (other than pursuant to Section 3.04) to perform any of the Breaching Party's material obligations under this Agreement relating to such Service, and such failure has continued without cure for a period of ten (10) Business Days after receipt by the Breaching Party of a written notice of such failure from the Non-Breaching Party seeking to terminate such Service; provided, however, that the Non-Breaching Party may, upon written notice to the Breaching Party, terminate this Agreement in its entirety and with respect to all of the Services in the event of a material uncured breach of Article IV by the Breaching Party.

Section 3.03 Effect of Termination. Upon termination of this Agreement in its entirety pursuant to Section 3.01, all obligations of the Parties will terminate, except for the provisions of Section 1.07, Section 2.03, Section 2.04 (with respect to accrued payment obligations in respect of the Real Estate Services), Section 3.01, this Section 3.03, Article IV, Article V and Article VI, which will survive any termination or expiration of this Agreement. The expiration or termination of this Agreement shall also not affect in any way the rights of the Parties under the Purchase Agreement or any other Purchase Document.

Section 3.04 Force Majeure. The obligations of Sellers under this Agreement with respect to any Service will be suspended during the period and to the extent that a Seller is prevented from providing such Service, or Buyer is prevented from receiving such Service, due to any of the following (each, a "Force Majeure Event"): (a) acts of God; (b) flood, fire, or explosion; (c) war, invasion, riot, or other civil unrest; (d) applicable Legal Requirements; (e) actions, embargoes, or blockades in effect on or after the Effective Date; (f) action by any Governmental Body; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) shortage of adequate power or transportation facilities; or (j) any other material event that is beyond the reasonable control of such Party. The Party suffering a Force Majeure Event shall give written notice of suspension as soon as reasonably practicable to the other Party stating the date and extent of such suspension and the cause thereof, and such Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause of such Force Majeure Event. The TSA Outside Date shall be tolled for each day that Services are suspended until such time as the Force Majeure Event is no longer continuing.

ARTICLE IV
CONFIDENTIALITY

Section 4.01 Confidentiality.

(a) During the term of this Agreement and thereafter, the Parties shall, and shall instruct their respective Representatives to, maintain in confidence and not disclose the other Parties' financial, technical, sales, marketing, development, personnel and other information, records, or data, including customer lists, supplier lists, trade secrets, designs, product formulations, product specifications, or any other proprietary or confidential information, however recorded or preserved, whether written or oral (any such information, "Confidential Information"). Each Party shall use the same degree of care, but no less than reasonable care, to protect the other Parties' Confidential Information as it uses to protect its own Confidential Information of like nature. Unless otherwise authorized in any other agreement among the Parties, each Party receiving any Confidential Information of the other Party (the "Receiving Party") is permitted to use Confidential Information only for the purposes of fulfilling the Receiving Party's obligations under this Agreement (the "Permitted Purpose"). A Receiving Party is permitted to disclose such Confidential Information only to such Receiving Party's Representatives who have a need to know such information for the Permitted Purpose and who have been advised of the terms of this Section 4.01 and such Receiving Party shall be liable for any breach of these confidentiality provisions by such Persons; provided, however, that such Receiving Party is permitted to disclose such Confidential Information to the extent such Confidential Information is required to be disclosed by an Order, in which case such Receiving Party shall promptly notify, to the extent possible and permitted by applicable Legal Requirements, the disclosing Party (the "Disclosing Party"), and take reasonable steps (at the sole cost and expense of the Disclosing Party) to assist in contesting such Order or in protecting the Disclosing Party's rights prior to disclosure, and in which case such Receiving Party shall only disclose the portion of such Confidential Information that such Receiving Party is advised by such Receiving Party's legal counsel in writing that such Receiving Party is legally bound to disclose under such Order.

(b) Notwithstanding the foregoing, "Confidential Information" does not include any information that the Receiving Party can demonstrate: (i) was publicly known at the time of disclosure to the Receiving Party, or has become publicly known through no act of the Receiving Party or its Representatives in breach of this Section 4.01; (ii) was received on a non-confidential basis from a third party without a duty of confidentiality; or (iii) was developed independently by the Receiving Party or its Representatives without use of or reference to the Confidential Information.

(c) Upon demand by the Disclosing Party at any time, or upon expiration or termination of this Agreement with respect to any Service, the Receiving Party shall promptly return or destroy, at the Receiving Party's option, all Confidential Information of the Disclosing Party; provided, however, the Receiving Party and its Representatives are permitted to retain Confidential Information to the extent such Confidential Information is "backed-up" on its or their (as the case may be) electronic information management and communications systems or servers, is not available to an end user, and cannot be expunged without considerable effort, and, notwithstanding the immediately preceding proviso, the Receiving Party and its Representatives shall maintain the confidentiality of any such retained records to the same extent as required under this Section 4.01. If such Confidential Information is destroyed, an authorized officer of the Receiving Party shall certify to such destruction in writing.

ARTICLE V
LIMITATIONS ON LIABILITY; BUYER PARENT GUARANTEE

Section 5.01 Limitations on Liability. Notwithstanding anything in this Agreement to the contrary, in no event will either Party have any Liability for any consequential, incidental, exemplary, special, indirect or punitive damages (including lost profits, loss of production, diminution in value or other damages attributable to business interruption) arising under or in connection with any provision of this Agreement.

Section 5.02 Buyer Parent Guarantee. Buyer Parent hereby absolutely, unconditionally, and irrevocably guarantees to the Sellers the due, full, and punctual payment of Buyer's obligations under this Agreement in respect of the Real Estate Services to be provided to Buyer hereunder (the "Guaranteed Obligations"). If, for any reason whatsoever, Buyer shall fail or be unable to duly, punctually, and fully pay or perform the Guaranteed Obligations, such Guaranteed Obligations shall be due and payable for the purposes hereof and Buyer Parent will forthwith pay and cause to be paid in lawful currency of the United States, or perform or cause to be performed, the Guaranteed Obligations. The foregoing obligation of Buyer Parent constitutes a continuing guarantee of payment and performance (and not merely of collection), and is and shall be absolute and unconditional under any and all circumstances, including circumstances which might otherwise constitute a legal or equitable discharge of a guarantor and including any amendment, extension, modification, or waiver of any of the Guaranteed Obligations or any insolvency, bankruptcy, liquidation, or dissolution of Buyer or any assignment thereby. Without limiting the generality of the foregoing, Buyer Parent agrees that its obligations under this Section 5.02 are independent from those of Buyer and its liability shall extent to all liabilities and obligations that constitute part of the Guaranteed Obligations, irrespective of whether any action is brought against Buyer or whether Buyer is joined in any such action or actions. Buyer Parent hereby irrevocably waives, to the fullest extent permitted by applicable law, (i) notice of acceptance of this guaranty and notice of any liability to which it may apply, (ii) promptness, diligence, presentment, demand, or payment, protest, notice of dishonor or nonpayment, suit, filing objections with a court, any right to require proceeding first against Buyer, (iii) any right to require the prior disposition of the assets of Buyer to meet any of its obligations hereunder, (iv) notice of the creation, renewal, extension, or accrual of any of the Guaranteed Obligations, and (v) the taking of any other action by Sellers and all demands whatsoever.

ARTICLE VI
MISCELLANEOUS

Section 6.01 Successors and Assigns; No Third-Party Beneficiaries. Subject to the terms of this Section 6.01, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties hereto. Except as otherwise set forth in this Agreement, including Section 1.03, Sellers shall not assign any of Sellers' rights or delegate any of such Seller's obligations under this Agreement without the prior written consent of Buyer. Buyer shall not assign any of Buyer's rights or delegate any of Buyer's obligations under this Agreement without the prior written consent of Sellers, except that Buyer is permitted to assign any of Buyer's rights and delegate any of Buyer's obligations under this Agreement, without the prior written consent of Sellers, (a) to any Affiliate of Buyer, (b) in connection with the sale of all or substantially all of the ownership interests or assets of, or any business combination transaction involving, Buyer or any of its Affiliates, and (c) as collateral to any financial institution providing financing to Buyer or any of its Affiliates. Buyer Parent may not assign or delegate any of its obligations under this Agreement without the prior written consent of the Sellers. No assignment or delegation is to relieve either any party hereto of any of such party's obligations under this Agreement. Any purported assignment or delegation in violation or breach of this Section 6.01 will be void *ab initio*. Nothing in this Agreement will be construed to give any Person other than the parties hereto any legal or equitable right under or with respect to this Agreement or any provision of this Agreement, except (a) such rights as will inure to a successor or permitted assignee pursuant to this Section 6.01 and (b) as contemplated by Article V.

Section 6.02 Notices. All notices, consents, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by electronic mail during regular business hours, or if not during regular business hours, the next Business Day; provided, that no "error" message or other electronic notification of non-delivery (excluding any "out-of-office" or other similar message or notification) is promptly received by the Party sending such electronic mail, (c) received or refused by the addressee, if sent by certified mail, return receipt requested, or (d) received or refused by the addressee, if sent by a nationally recognized overnight delivery service, return receipt requested, in each case to the appropriate addresses set forth below (or to such other addresses as a Party designates by notice to the other parties hereto in accordance with this Section 6.02):

(a) If to Sellers, to:

Accord CapX LLC
c/o Accord Financial Corp.
40 Eglinton Ave. E, Suite 602
Toronto, ON M4P 3A2, CA
Attention: Simon Hitzig, CEO
Email: Hitzig@AccordFinancial.com

With a copy to (which shall not constitute notice):

Patterson Belknap Webb & Tyler LLP
1133 Avenue of the Americas
New York, NY 10036
Attention: Craig W. Dent
Email: cdent@pbwt.com

(b) If to Buyer or to Buyer Parent, to:

Rosenthal & Rosenthal Midwest Inc.
c/o Rosenthal & Rosenthal, Inc.
1370 Broadway
New York, NY 10018
Attention: James Occhiogrosso
Email: JOcchiogrosso@rosenthalinc.com

With a copy to (which shall not constitute notice):

Otterbourg P.C.
230 Park Avenue
New York, NY 10169
Attention: Philip C. Berg
Email: PBerg@otterbourg.com

or to such other address as such party may indicate by a notice delivered to the other parties hereto.

Section 6.03 Entire Agreement; Modification. Except as otherwise expressly provided for in this Agreement, this Agreement, together with the Purchase Agreement and other Purchase Documents, constitutes the final, complete, entire and exclusive agreement among the parties hereto about the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, among the parties hereto with respect to the subject matter hereof. Except as otherwise expressly provided for in this Agreement, any amendment of this Agreement must be pursuant to a written agreement signed by the parties hereto. No course of dealing between or among any Persons having any interest in this Agreement will be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Person under or by reason of this Agreement.

Section 6.04 Waiver. No waiver of any provisions of this Agreement by any party hereto will be effective unless explicitly set out in writing by such party granting such waiver. Neither the failure nor any delay by any of the parties hereto in exercising any right under this Agreement will operate as a waiver of such right, and no single or partial exercise of any such right will preclude any other or further exercise of such right or the exercise of any other right. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provisions of this Agreement, whether or not similar, nor will any waiver constitute a continuing waiver.

Section 6.05 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will be, as to that jurisdiction, ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. Upon such determination that any term or provision of this Agreement is invalid or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the Transactions be consummated as originally contemplated to the greatest extent possible.

Section 6.06 Dispute Resolution; Jurisdiction; Governing Law; Waiver of Jury Trial. Section 13.13, Section 13.14 and Section 13.15 of the Purchase Agreement are hereby incorporated herein by reference, *mutatis mutandis*.

Section 6.07 Counterparts; Execution of Agreement. The parties hereto are permitted to execute this Agreement in one or more counterparts, each of such counterparts is deemed to be an original copy of this Agreement and all of which, when taken together, are deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile, electronic mail, or other means of electronic transmission (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com and www.simplyagree.com) constitutes effective execution and delivery of this Agreement as to the parties hereto. Signatures of the parties hereto transmitted by facsimile, electronic mail or other means of electronic transmission (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com and www.simplyagree.com) are deemed to be their original signatures for all purposes.

Section 6.08 Rules of Construction.

(a) Except as otherwise explicitly specified in this Agreement to the contrary, (i) references to an Article, Section, or Exhibit mean an Article or Section of, or an Exhibit to, this Agreement, unless another agreement is specified, (ii) the word "including" will be construed as "including, without limitation" and will not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it, (iii) the words "to the extent" mean the degree to which and not simply "if", (iv) the words "herein", "hereof", "hereby", "hereto", and "hereunder" refer to this Agreement as a whole, (v) words in the singular or plural form include the plural and singular form, respectively, (vi) pronouns are deemed to refer to the masculine, feminine, or neuter, as the identity of the Person or Persons requires, (vii) references to a particular Person include such Person's successors and permitted assigns, (viii) references to a particular statute, rule, or regulation include all rules and regulations thereunder and any predecessor or successor statutes, rules, or regulations, in each case as amended or otherwise modified from time to time, (ix) references to a particular Contract, document, instrument, or certificate mean such Contract, document, instrument, or certificate as amended, supplemented, or otherwise modified from time to time if permitted by the provisions thereof, (x) references to "Dollars" or "$" are references to United States Dollars, (xi) references to "written" or "in writing" include electronic form, and (xii) any reference in this Agreement to a "day" or a number of "days" (without explicit reference to "Business Days") will be interpreted as a reference to a calendar day or number of calendar days.

(b) The headings of Articles, Sections, and the Exhibit are provided for convenience only and will not affect the construction or interpretation of this Agreement. The Services Exhibit is incorporated into this Agreement to the same extent as though fully set forth in this Agreement.

(c) If any period for giving notice or taking action under this Agreement expires on a day that is not a Business Day, then the time period will be automatically extended to the Business Day immediately following such day. When calculating the period of time before which, within which, or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded.

(d) The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties hereto and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Prior drafts of this Agreement or the fact that any provisions have been added, deleted, or otherwise modified from any prior drafts of this Agreement will not be used as an aide of construction or otherwise constitute evidence of the intent of the parties hereto.

Section 6.09 Relationship of the Parties. Buyer acknowledges and agrees that this Agreement does not create a fiduciary relationship, partnership, joint venture, or relationships of trust or agency between the Buyer and the Sellers and that all Services are provided by Sellers as independent contractors.

[*Signature Page Follows*]

Each of the parties hereto, intending to be legally bound, has either duly executed this Agreement or caused an authorized Representative of such party to duly execute this Agreement on behalf of such party, as of the Effective Date.

BUYER:

Rosenthal & Rosenthal Midwest Inc.

By: ___________________________________
Name:
Title:

BUYER PARENT:

Rosenthal & Rosenthal, Inc., solely with respect to Section 5.02 hereof

By: ___________________________________
Name:
Title:

SELLERS:

Accord Financial Corp.

By: ___________________________________
Name:
Title:

Accord CapX LLC

By: ___________________________________
Name:
Title:

[*Signature Page to Transition Services Agreement*]

Exhibit A

Services Exhibit

Description of Service	End Date
Sellers shall provide Buyer with an export PST file for all Microsoft suite email accounts of Transferred Employees, including contacts and calendars, on or immediately following the Closing. Sellers shall continue to support the existing email accounts of the Transferred Employees and enable an out-of-office response providing the relevant Buyers' contact information and enable email forwarding of externally originated emails to the Transferred Employees.	March 31, 2025
Sellers shall cooperate with Buyer to migrate over to Buyer's information technology systems the Transferred Employees' records, contacts and contact history, calendars, and transaction-related information (together the "Salesforce Records") related to the Business, which will include, all Salesforce Records of each Transferred Employee as are reasonably required for Buyer to operate the Business in substantially the same manner as operated by Sellers prior to the Closing. Sellers shall provide Buyer with an export file for all such Salesforce.com accounts and other Salesforce Records concurrently with or immediately following the Closing. Until such time as the migration over to Buyer's information technology systems is complete, Sellers will provide periodic updates, at reasonable intervals, to the Salesforce Records to the extent of any changes thereto.	March 31, 2025
Sellers shall provide access to, and migrate over to Buyer's information technology systems, the electronic files and data of Sellers that were used in the Business or are reasonably required for Buyer to operate the Business in substantially the same manner as operated by Seller prior to the Closing. Electronic files and data will be delivered to Buyer's designated secure FTP site on or immediately following the Closing. Until such time as the migration over to Buyer's information technology systems is complete, Sellers will provide, at reasonable intervals, periodic updates to the electronic files and data to the extent of any changes thereto.	March 31, 2025
Sellers shall make its personnel available to Buyer for purposes of providing information and assistance as requested by Buyer which is related to the Business or the Purchased Assets.	March 31, 2025
Sellers shall continue to provide the bookkeeping, invoicing, collecting, accounting and treasury services to the Business in substantially the same manner as provided by Sellers prior to the	March 31, 2025

Closing, including, but not limited to, such support services related to preparation of financial statements. Sellers shall provide Buyer with a QuickBooks export file (with full history) through August 31, 2024, September 30, 2024 and October 31, 2024, in each case within three (3) days of such date (except that the August 31, 2024 file is to be delivered upon the Closing or immediately thereafter). If the accounting migration has not been completed by October 31, 2024, Sellers shall continue to provide month-end export files until the earlier of such completion or the End Date of March 31, 2025.	
Sellers shall continue to provide payment collections services in substantially the same manner as provided prior to the Closing with respect to the payments due on October 1st and October 15th and any subsequent payments until such payments collection function has been fully migrated to Buyer.	March 31, 2025
Seller shall provide Buyer with a current export file of the client database with respect to the Purchased Assets currently housed on CMS, at or immediately following the Closing, and provide any subsequent updates, at reasonable intervals, to such file. Buyer understands and acknowledges that Seller will be decommissioning CMS in 2025; *provided, however*, that Buyer shall not decommission CMS until Buyer has confirmed that it has received all information that it reasonably requires from CMS.	March 31, 2025
Sellers shall cause to be transferred or assigned to Buyer, or assist Buyer in setting up their own account, the following services from the following vendors, and shall continue to receive such services on Buyer's behalf until such time as each service is transferred, assigned, or set up: **<u>Product Name/Service</u>** — **<u>Vendor</u>** OLV Matrix — Alta Group IBISWorld — IBISWorld Capital IQ — Standard & Poor's Sales & Use Tax Consulting — Gable Tax Consulting Paynet — Equifax TValue - 6 licenses — TimeValue Software PDP Group — Vehicle liens CSC (assignment) — UCCs (history) Moody's — Moody's	Until such date as all of the listed services have successfully been transferred, assigned, or set up.
"<u>Real Estate Services</u>": Accord CapX hereby grants to Buyer, from and after the Closing until the termination of the Real Estate Services, a temporary space license to use the Chicago Office Space for the operation of the Business (for office and administrative use consistent	Until such date as the Chicago Lease is assigned from Accord CapX to Buyer;

with the occupancy of such space by the Business in the 90-day period immediately prior to the Closing). As consideration for the provision of the Real Estate Services, Buyer shall pay to Accord CapX all amounts due by and actually paid by Accord CapX to the Chicago Landlord under the Chicago Lease from and after the Closing (including, for these purposes, October rent to the extent pre-paid by Accord CapX prior to the Closing) until the termination of the Real Estate Services (including, without limitation, "Rent" and "Rent Adjustment," each as defined in the Chicago Lease). Buyer shall, and shall cause its employees, Affiliates, contractors, and agents, to comply with the terms of the Chicago Lease, including all applicable occupancy and use restrictions, in connection with its use of the Chicago Office Space.	provided, that, the Real Estate Services may not, in any event, extend beyond, and shall automatically terminate upon, the expiration or termination of the Chicago Lease.

SELLER DISCLOSURE SCHEDULES

SEPTEMBER 30, 2024

These Disclosure Schedules are made and given by Seller (as defined below) pursuant to that certain Asset Purchase Agreement (the "***Purchase Agreement***"), of even date herewith, by and between **ACCORD CAPX LLC d/b/a Accord Equipment Finance** ("***Seller***"), a Delaware limited liability company and a wholly-owned subsidiary of Accord CapX Inc., a Delaware corporation, and **ROSENTHAL & ROSENTHAL MIDWEST INC.** ("***Buyer***"), an Illinois corporation and a wholly-owned subsidiary of Rosenthal & Rosenthal, Inc., a New York corporation. All capitalized terms not otherwise defined in this Disclosure Schedule shall have the meanings ascribed to them in the Purchase Agreement.

The section numbers in these Disclosure Schedules correspond to the section numbers in the Purchase Agreement; provided, however, that any information disclosed herein under any section number shall be deemed to be disclosed and incorporated into any other section number under the Purchase Agreement if such fact or combination of facts is reasonably apparent to put a reasonable person on notice of the relevance of the facts or circumstances so disclosed.

These Disclosure Schedules and the information and disclosures contained in these Disclosure Schedules are intended only to respond to, qualify or limit the representations and warranties of the Seller contained in the Purchase Agreement and shall not be deemed to expand in any way the scope or effect of any such representation or warranty. The inclusion of any item in any section of these Disclosure Schedules (i) does not represent a determination by the Seller that such item is "material" or has, or would reasonably be expected to have, a Material Adverse Effect, (ii) does not represent a determination by Seller that such item did not arise in the Ordinary Course of Business and (iii) does not constitute an admission to any third party of any liability or obligation to any third party.

Schedule 1.1(a)

Knowledge Parties

Knowledge parties of Seller:

1. Simon Hitzig – President & CEO, Accord Financial Corp.
2. James Hogan – President, US Commercial Finance
3. Cathy Osborne – SVP, Human Resources, Accord Financial Corp.

Schedule 1.1(b)

Net Investment Calculation

Net Investment: $42,867,900.11

Calculated as follows:

- Gross Receivables: $42,867,900.11

Schedule 1.1(c)

Permitted Encumbrances

None.

Schedule 1.1(d)

Permitted Advance Expenses

Total Permitted Advance Expenses: $121,282.88

Comprised of the following:

1. Chicago Lease: $59,227.46

   Comprised of the following:

   a. Rent and related expenses: $17,093.46

   Comprised of the following:

      i. Rent: $10,263.56

      ii. Operating Costs: $2,421.38

      iii. Real Estate Tax: $4,408.52

   b. Security Deposit: $42,134

2. Data Providers: $50,978.61

   Comprised of the following:

   a. S&P Global Market Intelligence LLC (Capital IQ Pro Desktop): $26,874.23

   b. Alta Group (OLV Matrix): $20,833.33

   c. Comcast: $283.74

   d. Moody’s: $2,987.31

3. COBRA Payments: $11,076.81

Schedule 1.1(e)

<u>Portfolio Summary</u>

Client Name
[redacted]*REDACTED SPECIFIC PORTFOLIO / CLIENT INFORMATION*[redacted]

Schedule 1.1(f)

<u>End of Term Residuals</u>

REDACTED SPECIFIC PORTFOLIO/CLIENT AND ECONOMIC INFORMATION

Schedule 2.2(f)

Excluded Assets

1. Those three (3) certain portfolios of financing arrangements purchased by Seller from [redacted]*REDACTED CONFIDENTIAL COMPANY NAME*[redacted] in or around 2019 and currently serviced by OrionFirst, with outstanding balances as of August 31, 2024 as follows:

   Gross receivable: $[redacted]*REDACTED ECONOMIC INFORMATION*[redacted]

   Unearned income $[redacted]*REDACTED ECONOMIC INFORMATION*[redacted]

   Net investment $[redacted]*REDACTED ECONOMIC INFORMATION*[redacted]

   Purchased portfolio costs unamortized balance: $[redacted]*REDACTED ECONOMIC INFORMATION*[redacted]

2. Six (6) decommissioned laptop computers.
3. One (1) shredder.
4. Four (4) decommissioned monitors.
5. The following equipment leases:
   a. [redacted]*REDACTED CLIENT INFORMATION*[redacted]#2 – Gross Receivable: $[redacted]*REDACTED ECONOMIC INFORMATION*[redacted]
   b. [redacted]*REDACTED CLIENT INFORMATION*[redacted]– Gross Receivable: $[redacted]*REDACTED ECONOMIC INFORMATION*[redacted]
   Residual $[redacted]*REDACTED ECONOMIC INFORMATION*[redacted]
   c. [redacted]*REDACTED CLIENT INFORMATION*[redacted]#3 – Gross Receivable: $[redacted]*REDACTED ECONOMIC INFORMATION*[redacted], Residual $[redacted]*REDACTED ECONOMIC INFORMATION*[redacted]
   d. [redacted]*REDACTED CLIENT INFORMATION*[redacted]#3 – Gross Receivable: $[redacted]*REDACTED ECONOMIC INFORMATION*[redacted], Residual $[redacted]*REDACTED ECONOMIC INFORMATION*[redacted]
   e. [redacted]*REDACTED CLIENT INFORMATION*[redacted]#13 – Gross Receivable: $[redacted]*REDACTED ECONOMIC INFORMATION*[redacted], Residual $[redacted]*REDACTED ECONOMIC INFORMATION*[redacted]

Schedule 4.1(d)

Security Deposit Schedule

1. The Security Deposit Schedule attached hereto as Annex A is incorporated by reference herein.

Schedule 4.3(b)

Required Consents

1. Schedule 5.4(i) (Portfolio Document Consents) is incorporated by reference herein.

Schedule 5.3

No Conflicts

1. Schedule 5.4(i) (Portfolio Document Consents) is incorporated by reference herein.

Schedule 5.4(g)

Payment Defaults, Breach and Termination or Non-Renewal

None.

Schedule 5.4(h)

Portfolio Accounts

1. The Portfolio Account Summary attached hereto as Annex B-1 and Annex B-2 is incorporated by reference herein.

Schedule 5.4(i)

<u>Portfolio Document Consents</u>

1. Assignment of the lease with [redacted]*REDACTED CLIENT INFORMATION*[redacted] requires the consent of [redacted]*REDACTED COMMERCIALLY SENSITIVE INFORMATION*[redacted].

Schedule 5.5(c)

Portfolio Account Encumbrances

1. From time to time, Seller makes progress payments to Clients to fund the manufacture of new equipment. Until such time as the new equipment is received and installed by the Client and the relationship is converted into an equipment lease, such progress payments are unsecured loans. As reflected in the Portfolio Account Summary, Seller currently has two (2) Clients with progress payment balances, as follows:

    REDACTED CLIENT INFORMATION; REDACTED ECONOMIC INFORMATION

    REDACTED CLIENT INFORMATION; REDACTED ECONOMIC INFORMATION

Schedule 5.5(d)

Delinquent Portfolio Accounts

None.

Schedule 5.5(f)

Client Bankruptcy

None.

Schedule 5.9(a)

Benefit Plans

1. Medical Insurance
2. Dental Insurance
3. Vision Insurance
4. Company Paid Group Life Insurance & ADD
5. Short-Term Disability Insurance
6. Long-Term Disability Insurance
7. Voluntary Employee Life Insurance & ADD
8. Voluntary Child Life Insurance & ADD
9. Accident Insurance
10. Critical Illness Insurance
11. Critical Illness Insurance (Spouse)
12. 401K Plan
13. Internet and Phone Stipend
14. Health Savings Account
15. Flexible Spending Account
16. Retention Agreements
17. Open Paid Time Off (PTO) Policy

Schedule 5.9(b)

Benefit Plan Exceptions

None.

Schedule 5.9(c)

Selected Employees

1. The roster of Selected Employees attached hereto as Annex C is incorporated by reference herein. Seller has an open paid time off (PTO) policy.

2. The following Retention Bonus Letter Agreements (collectively, the "Retention Agreements"):

   a. Retention Bonus Letter Agreement, dated as of July 8, 2024, by and between AFC and [redacted]*REDACTED EMPLOYEE INFORMATION*[redacted]

   b. Retention Bonus Letter Agreement, dated as of July 29, 2024, by and between AFC and [redacted]*REDACTED EMPLOYEE INFORMATION*[redacted]

   c. Retention Bonus Letter Agreement, dated as of July 29, 2024, by and between AFC and [redacted]*REDACTED EMPLOYEE INFORMATION*[redacted]

   d. Retention Bonus Letter Agreement, dated as of March 22, 2024, by and between AFC and [redacted]*REDACTED EMPLOYEE INFORMATION*[redacted]

Schedule 5.9(d)

<u>Certain Employee Matters</u>

1. Letter Agreement and Release, dated as of March 23, 2023, by and between AFC and ■*REDACTED EMPLOYEE INFORMATION*■

Schedule 5.10

Insurance

1. *See below*:

January 9, 2024

TO: **Vickie Ochocinski**
Arthur J Gallagher Risk Mngt Serv
RE: **Commercial Account Quotation**

Account Name:	**ACCORD FINANCIAL INC.**	**New [ ]**	**Renewal [X]**
Effective Date:	**January 11, 2024**		

ACCOUNT PREMIUM RECAP

Coverage	Quote #	Eff/Exp Date	Company
Workers Comp	7036161734	01/11/24 To 01/11/25	The Continental Casualty Company
Workers Comp	7036161748	01/11/24 To 01/11/25	Transportation Insurance Company
Automobile	7036161751	01/11/24 To 01/11/25	National Fire Insurance Of Hartford
PARAMOUNT	7036161765	01/11/24 To 01/11/25	American Casualty Company Of Reading, PA
Property			
General Liability			
Tax/Surcharge			
Umbrella	7036161720	01/11/24 To 01/11/25	The Continental Insurance Company

Schedule 5.11
Tax Matters

None.

Schedule 5.12

<u>Subsequent Events</u>

(a) None.

(b) None.

(c) None.

(d) None.

(e) [redacted]*REDACTED CONFIDENTIAL CLIENT INFORMATION* [redacted].

(f) None.

(g) None.

Schedule 5.13

Amendments, Waivers and Terminations

None.

Annex A

Security Deposit Schedule

(*See attached*.)

Client Deposits

Client	Amount	Date	Note
REDACTED CONFIDENTIAL CLIENT INFORMATION [redacted].	[redacted]*REDACTED DOLLAR AMOUNT*[redacted].	May-24	30% security deposit. Serviced by [redacted]*REDACTED CONFIDENTIAL COMPANY NAME*[redacted].
REDACTED CONFIDENTIAL CLIENT INFORMATION [redacted].	[redacted]*REDACTED DOLLAR AMOUNT*[redacted].	Jun-23	Security deposit - 10% of leased property cost. Serviced by [redacted]*REDACTED CONFIDENTIAL COMPANY NAME*[redacted]..
REDACTED CONFIDENTIAL CLIENT INFORMATION [redacted].	[redacted]*REDACTED DOLLAR AMOUNT*[redacted].	Jul-23	Security deposit - 10% of leased property cost. Serviced by [redacted]*REDACTED CONFIDENTIAL COMPANY NAME*[redacted]..
	[redacted]*REDACTED DOLLAR AMOUNT*[redacted]	Total CTP	
REDACTED CONFIDENTIAL CLIENT INFORMATION [redacted].	[redacted]*REDACTED DOLLAR AMOUNT*[redacted].	May-23	Security deposit - one month's rent
REDACTED CONFIDENTIAL CLIENT INFORMATION [redacted].	[redacted]*REDACTED DOLLAR AMOUNT*[redacted].	Feb-24	Good faith deposit - for 2024 lease line of credit (Financing Proposal 2024)
	[redacted]*REDACTED DOLLAR AMOUNT*[redacted].	**Total**	

Deferred Rent

Client	Amount	Date	Maturity Date	Note
[redacted]*REDACTED CONFIDENTIAL CLIENT INFORMATION*[redacted].	[redacted]*REDACTED DOLLAR AMOUNT*[redacted].	Sep-22	Sep-25	Last
[redacted]*REDACTED CONFIDENTIAL CLIENT INFORMATION*[redacted].	[redacted]*REDACTED DOLLAR AMOUNT*[redacted].	Aug-22	Jul-26	Last
[redacted]*REDACTED CONFIDENTIAL CLIENT INFORMATION*[redacted].	[redacted]*REDACTED DOLLAR AMOUNT*[redacted].	Aug-23	Aug-27	Last 3
[redacted]*REDACTED CONFIDENTIAL CLIENT INFORMATION*[redacted].	[redacted]*REDACTED DOLLAR AMOUNT*[redacted].	Sep-23	Sep-27	Last 3
[redacted]*REDACTED CONFIDENTIAL CLIENT INFORMATION*[redacted].	[redacted]*REDACTED DOLLAR AMOUNT*[redacted].	Nov-21	Oct-26	Last
[redacted]*REDACTED CONFIDENTIAL CLIENT INFORMATION*[redacted].	[redacted]*REDACTED DOLLAR AMOUNT*[redacted].	Sep-24	5/1/2026	Oct rent pd in Sept
[redacted]*REDACTED CONFIDENTIAL CLIENT INFORMATION*[redacted].	[redacted]*REDACTED DOLLAR AMOUNT*[redacted].	Sep-24	7/1/2026	Oct rent pd in Sept
[redacted]*REDACTED CONFIDENTIAL CLIENT INFORMATION*[redacted].	[redacted]*REDACTED DOLLAR AMOUNT*[redacted].	Sep-24	1/1/2027	Oct rent pd in Sept
[redacted]*REDACTED CONFIDENTIAL CLIENT INFORMATION*[redacted].	[redacted]*REDACTED DOLLAR AMOUNT*[redacted].	Sep-24	1/1/2027	Oct rent pd in Sept
[redacted]*REDACTED CONFIDENTIAL CLIENT INFORMATION*[redacted].	[redacted]*REDACTED DOLLAR AMOUNT*[redacted].	Jun-22	May-25	Last
[redacted]*REDACTED CONFIDENTIAL CLIENT INFORMATION*[redacted].	[redacted]*REDACTED DOLLAR AMOUNT*[redacted].	Feb-22	Feb-26	Last
[redacted]*REDACTED CONFIDENTIAL CLIENT INFORMATION*[redacted].	[redacted]*REDACTED DOLLAR AMOUNT*[redacted].	May-23	Apr-26	Last
[redacted]*REDACTED CONFIDENTIAL CLIENT INFORMATION*[redacted].	[redacted]*REDACTED DOLLAR AMOUNT*[redacted].	Jun-23	May-26	Last
[redacted]*REDACTED CONFIDENTIAL CLIENT INFORMATION*[redacted].	[redacted]*REDACTED DOLLAR AMOUNT*[redacted].	Jul-23	Jul-26	Last
[redacted]*REDACTED CONFIDENTIAL CLIENT*	[redacted]*REDACTED DOLLAR AMOUNT*[redacted].	Apr-23	Jul-25	Last

Deferred Rent

INFORMATION [redacted].

[redacted]*REDACTED CONFIDENTIAL CLIENT INFORMATION* [redacted].	[redacted]*REDACTED DOLLAR AMOUNT*[redacted].	Dec-22	Dec-27	Last
	[redacted]*REDACTED DOLLAR AMOUNT*[redacted].			

Annex B-1 / Annex B-2

Portfolio Account Summary

(*See attached*.)

[redacted]*REDACTED SPECIFIC PORTFOLIO / CLIENT INFORMATION*[redacted]

[redacted]*REDACTED SPECIFIC PORTFOLIO / CLIENT INFORMATION*[redacted]

Annex C

Selected Employee Roster

(*See attached*.)

<u>Annex C</u>

<u>Roster of Selected Employees</u>

[redacted] *REDACTED CONFIDENTIAL EMPLOYEE INFORMATION* [redacted]

TRANSITION SERVICES AGREEMENT

This Transition Services Agreement (this "Agreement"), dated as of September 30, 2024 (the "Effective Date"), is entered into by and among Rosenthal & Rosenthal Midwest Inc., an Illinois corporation, or its assignee ("Buyer"), solely for purposes of Section 5.02 hereof, Rosenthal & Rosenthal, Inc., a New York corporation ("Buyer Parent"), Accord Financial Corp., an Ontario corporation ("Accord Financial"), and Accord CapX LLC, a Delaware limited liability company ("Accord CapX" and together with Accord Financial, "Sellers" and each, a "Seller"). Buyer and Sellers are each referred to in this Agreement as a "Party" and, collectively, as the "Parties". Capitalized terms not defined herein, unless otherwise indicated herein, shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

RECITALS

A. Buyer and Accord CapX entered into that certain Asset Purchase Agreement, of even date herewith (the "Purchase Agreement"), pursuant to which, among other things, Accord CapX sold to Buyer, and Buyer purchased from Accord CapX, the Purchased Assets of the Business, as more fully described in the Purchase Agreement.

B. In order to ensure an orderly transition of the Purchased Assets and the Business to Buyer and as a condition to consummating the Transactions contemplated by the Purchase Agreement (collectively, the "Transactions"), the parties hereto agreed to enter into this Agreement, pursuant to which Sellers will provide, or cause their respective Affiliates to provide, Buyer with certain services, in each case, on a transitional basis and subject to the terms set forth in this Agreement.

AGREEMENT

The parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I
SERVICES

Section 1.01 Provision of Services.

(a) Sellers agree to provide, or to cause their respective Affiliates to provide, the services (the "Services") set forth on Exhibit A (the "Services Exhibit") to Buyer for the respective periods and on the other terms set forth in this Agreement and in the Services Exhibit.

(b) Sellers shall use commercially reasonable efforts to maintain, or cause its Affiliates to maintain, as applicable, any license or permit necessary for the provision of the applicable Services.

(c) Subject to Section 2.02 and Section 3.04, unless otherwise agreed by the Parties in writing, the obligations of Sellers under this Agreement to provide Services commence with respect to each Service on the Effective Date and terminate on the end date specified in the Services Exhibit (the "End Date"). Notwithstanding the immediately preceding sentence, prior to the applicable End Date, Buyer may from time to time cancel any discrete Service upon prior written notice to the Sellers.

Section 1.02 Standard of Service. Sellers shall provide the Services in good faith and use commercially reasonable efforts to (and shall cause any Affiliate or other party performing the Services on Sellers' behalf to use commercially reasonable efforts to) perform the Services in generally the same manner as each Seller conducted the same or similar services for itself or its Affiliates prior to the Closing, and in accordance with applicable Legal Requirements. Subject to Section 1.03, Sellers shall assign sufficient resources and qualified personnel as are reasonably required to perform the Services in accordance with the standards set forth in the immediately preceding sentence.

Section 1.03 Third-Party Service Providers. Nothing herein shall prevent Sellers from hiring other third-party service providers to provide all or part of any Service which Sellers are unable to provide; provided, however, that Sellers shall in all cases retain responsibility for the provision to Buyer of Services to be performed by any third-party service provider or by any of Sellers' Affiliates if such third-party service provider or Affiliate fails to perform such Service to Buyer's reasonable satisfaction.

Section 1.04 Cooperation; Access to Premises.

(a) Buyer shall reasonably cooperate with the Sellers to facilitate the efficient delivery of Services under this Agreement. In order to enable the provision of the Services by Sellers, Buyer agrees that it shall provide to Sellers' employees and any third-party service providers or subcontractors who provide Services, at no cost, access to the facilities, intranet, or other computer software, networks, hardware, technology or computer-based resources, information, data, and materials of the Business, in all cases to the extent reasonably necessary for Sellers to fulfill their obligations under this Agreement.

(b) Sellers agree that all of Sellers' and Sellers' Affiliates' employees and all third-party service providers who provide Services, when on the property of Buyer or when given access to any equipment, computer, software, network or files owned, acquired or controlled by Buyer, shall conform to the policies and procedures of Buyer concerning health, safety, security and cybersecurity; provided, however, that Buyer will make all such persons aware of such policies and procedures at or before the time of such persons' access thereto.

(c) No Seller have be liable or responsible for or shall be deemed to be in breach of this Agreement as a result of or have liability under this Agreement with respect to any failure to provide a Service as a result of the incompleteness or inaccuracy of any instruction, information, materials, or access provided and prepared by Buyer, in each case with respect to the relevant Service; provided, that such Seller uses commercially reasonable efforts to provide such Service notwithstanding such incompleteness or inaccuracy. No Seller will incur any liability or have any responsibility of any kind (other than as a result of such Seller's gross negligence, bad faith, willful misconduct, or intentional violation of applicable Law) for providing the Services in accordance with any direction, instruction, approval, authorization, decision, or other information provided by Buyer or any of Buyer's Affiliates. If a Seller fails to provide any Service when and as required by this Agreement as a result of a failure by Buyer or Buyer's Affiliates to provide timely direction, instruction, approval, authorization, decision, or other information, in each case, necessary to provide such Service, such Seller shall not be in breach or default of this Agreement.

(d) Nothing in this Agreement shall be deemed to require the provision of a particular Service by Sellers to Buyer if the provision of such Service requires the consent, approval, or authorization of any Person (including any Governmental Body), whether under applicable law, by the terms of any contract to which Sellers are party, or otherwise (each, a "Consent"), unless and until such Consent has been obtained. If the provision of any Services will result in a violation of any third-party agreement or a Consent is necessary to provide the Services, then Sellers shall notify Buyer and in good faith use commercially reasonable efforts to procure for Buyer any mutually agreeable applicable licenses, enter into any appropriate agreement, or obtain the necessary Consent in order to allow the Services to be provided substantially in accordance with the terms set forth herein. In the event any necessary third-party licenses or Consents cannot be obtained by Sellers despite their commercially reasonable efforts, Sellers as promptly as commercially practicable shall notify Buyer, and the Parties shall use their commercially reasonable efforts to develop and implement either (i) a commercially reasonable and practicable alternative arrangement mutually by the Parties for Sellers to provide the applicable Service to Buyer or (ii) if (i) is deemed not reasonably practicable by Buyer, a commercially reasonable and practicable alternative arrangement mutually agreed by the Parties for Buyer to provide or have provided the applicable Service to itself (subclauses (i) and (ii), collectively, an "Alternative Arrangement"), it being understood by both Parties that Alternative Arrangements are to be avoided and minimized to the extent practicable. The costs of obtaining any license, agreement, or Consent under this Section 1.04(d), including the incremental costs of any such Alternative Arrangement, shall be borne by Buyer. Neither Party shall be required to make any non-de minimis payment (except as otherwise agreed in writing by the Parties), incur any non-de minimis liability (including any guarantee or other non-monetary security), offer or grant any non-de minimis accommodation to any third party (except as otherwise agreed in writing by the Parties) or violate any Law or initiate any litigation or arbitration in connection with any action contemplated by this Section.

Section 1.05 Data Privacy and Security. All computer hardware, software, and information technology systems of Buyer used or relied upon by Buyer or Sellers in connection with the provision of the Services hereunder or to which Sellers are granted access to, required to use, or otherwise required to interface with in connection with the provision of the Services hereunder (the "Buyer Systems") are secured with reasonable physical, electronic, procedural, administrative, and technical controls and safeguards sufficient to (i) protect the security and confidentiality (including with respect to any unauthorized access or use) of any and all confidential information and personally identifiable information (collectively "Sensitive Data"), housed on the Buyer Systems, (ii) protect against threats or hazards to the security or integrity of Buyer Systems, (iii) ensure the safety, security, and confidentiality of all transfers of Sensitive Data between Buyer Systems and the computer hardware, software, and information technology systems of Sellers used in connection with the provision of the Services by Sellers to Buyer, and (iv) comply in all material respects with applicable Law.

Section 1.06 Chicago Lease. From and after the Closing, the Parties shall use commercially reasonable efforts to cause the Chicago Lease to be assigned from Accord CapX to Buyer as soon as reasonably practicable. The Parties shall, as necessary, enter into reasonably customary assignment documentation requested by the Chicago Landlord in connection with such assignment of the Chicago Lease. In connection with such assignment of the Chicago Lease, the Parties shall use commercially reasonable efforts to cause the Chicago Landlord to release Accord Financial, Inc. from that certain Guaranty of Lease, dated as of March, 2022, pursuant to which Accord Financial, Inc. guaranteed the obligations of Accord CapX with respect to the Chicago Lease.

Section 1.07 DISCLAIMER OF WARRANTIES**.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT ARE FURNISHED WITHOUT, AND SELLERS EXPRESSLY DISCLAIM WITH RESPECT TO THE SERVICES, ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE.

ARTICLE II
COMPENSATION

Section 2.01 Responsibility for Wages. For such time as any employees of Sellers or any of their respective Affiliates are providing the Services to Buyer under this Agreement, (a) such employees are not, and will not be deemed to be, employees of Buyer for any purpose, and (b) Sellers or such Affiliate, as applicable, shall be solely responsible for the payment and provision of all wages, bonuses and commissions, employee benefits, including severance and worker’s compensation, and the withholding and payment of applicable Taxes relating to such employment.

Section 2.02 Terminated Services. Upon termination or expiration of any or all Services in accordance with this Agreement, or upon the termination of this Agreement in its entirety, Sellers shall have no further obligation to provide the applicable terminated Services.

Section 2.03 Taxes. Sellers shall be responsible for all sales or use Taxes imposed on or measured by its net income and franchise taxes applicable to each of them.

Section 2.04 Service Fees. Except in the case of the Real Estate Services, neither Party shall be entitled to bill or receive payment from the other Party in connection with the provision of the Services, or for the direct or indirect costs or expenses associated with the performance of the Services. In the case of the Real Estate Services, Buyer shall pay to Accord CapX as compensation for such Services, the amount set forth in the Services Exhibit with respect thereto. With respect to the Real Estate Services, Accord CapX shall invoice Buyer monthly, within twenty (20) Business Days after the end of each month, the amount due in respect of the Real Estate Services provided in such month. Buyer shall pay such amount in full within thirty (30) days after receipt of each invoice by wire transfer of immediately available funds to the account designated by Accord CapX for this purpose.

ARTICLE III
TERMINATION

Section 3.01 Termination of Agreement. Subject to Section 3.03, this Agreement shall automatically terminate in its entirety on the earliest to occur of (a) the date upon which Sellers have no continuing obligation to perform any Services as a result of each of their expiration or termination in accordance with Section 1.01(c) or Section 3.02 or (b) the one (1) year anniversary of the Effective Date (the "TSA Outside Date").

Section 3.02 Breach. Any Party (the "Non-Breaching Party") is entitled to terminate this Agreement with respect to any Service, in whole or in part, at any time upon prior written notice to the other Party (the "Breaching Party") if the Breaching Party has failed (other than pursuant to Section 3.04) to perform any of the Breaching Party's material obligations under this Agreement relating to such Service, and such failure has continued without cure for a period of ten (10) Business Days after receipt by the Breaching Party of a written notice of such failure from the Non-Breaching Party seeking to terminate such Service; provided, however, that the Non-Breaching Party may, upon written notice to the Breaching Party, terminate this Agreement in its entirety and with respect to all of the Services in the event of a material uncured breach of Article IV by the Breaching Party.

Section 3.03 Effect of Termination. Upon termination of this Agreement in its entirety pursuant to Section 3.01, all obligations of the Parties will terminate, except for the provisions of Section 1.07, Section 2.03, Section 2.04 (with respect to accrued payment obligations in respect of the Real Estate Services), Section 3.01, this Section 3.03, Article IV, Article V and Article VI, which will survive any termination or expiration of this Agreement. The expiration or termination of this Agreement shall also not affect in any way the rights of the Parties under the Purchase Agreement or any other Purchase Document.

Section 3.04 Force Majeure. The obligations of Sellers under this Agreement with respect to any Service will be suspended during the period and to the extent that a Seller is prevented from providing such Service, or Buyer is prevented from receiving such Service, due to any of the following (each, a "Force Majeure Event"): (a) acts of God; (b) flood, fire, or explosion; (c) war, invasion, riot, or other civil unrest; (d) applicable Legal Requirements; (e) actions, embargoes, or blockades in effect on or after the Effective Date; (f) action by any Governmental Body; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) shortage of adequate power or transportation facilities; or (j) any other material event that is beyond the reasonable control of such Party. The Party suffering a Force Majeure Event shall give written notice of suspension as soon as reasonably practicable to the other Party stating the date and extent of such suspension and the cause thereof, and such Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause of such Force Majeure Event. The TSA Outside Date shall be tolled for each day that Services are suspended until such time as the Force Majeure Event is no longer continuing.

ARTICLE IV
CONFIDENTIALITY

Section 4.01 Confidentiality.

(a) During the term of this Agreement and thereafter, the Parties shall, and shall instruct their respective Representatives to, maintain in confidence and not disclose the other Parties' financial, technical, sales, marketing, development, personnel and other information, records, or data, including customer lists, supplier lists, trade secrets, designs, product formulations, product specifications, or any other proprietary or confidential information, however recorded or preserved, whether written or oral (any such information, "Confidential Information"). Each Party shall use the same degree of care, but no less than reasonable care, to protect the other Parties' Confidential Information as it uses to protect its own Confidential Information of like nature. Unless otherwise authorized in any other agreement among the Parties, each Party receiving any Confidential Information of the other Party (the "Receiving Party") is permitted to use Confidential Information only for the purposes of fulfilling the Receiving Party's obligations under this Agreement (the "Permitted Purpose"). A Receiving Party is permitted to disclose such Confidential Information only to such Receiving Party's Representatives who have a need to know such information for the Permitted Purpose and who have been advised of the terms of this Section 4.01 and such Receiving Party shall be liable for any breach of these confidentiality provisions by such Persons; provided, however, that such Receiving Party is permitted to disclose such Confidential Information to the extent such Confidential Information is required to be disclosed by an Order, in which case such Receiving Party shall promptly notify, to the extent possible and permitted by applicable Legal Requirements, the disclosing Party (the "Disclosing Party"), and take reasonable steps (at the sole cost and expense of the Disclosing Party) to assist in contesting such Order or in protecting the Disclosing Party's rights prior to disclosure, and in which case such Receiving Party shall only disclose the portion of such Confidential Information that such Receiving Party is advised by such Receiving Party's legal counsel in writing that such Receiving Party is legally bound to disclose under such Order.

(b) Notwithstanding the foregoing, "Confidential Information" does not include any information that the Receiving Party can demonstrate: (i) was publicly known at the time of disclosure to the Receiving Party, or has become publicly known through no act of the Receiving Party or its Representatives in breach of this Section 4.01; (ii) was received on a non-confidential basis from a third party without a duty of confidentiality; or (iii) was developed independently by the Receiving Party or its Representatives without use of or reference to the Confidential Information.

(c) Upon demand by the Disclosing Party at any time, or upon expiration or termination of this Agreement with respect to any Service, the Receiving Party shall promptly return or destroy, at the Receiving Party's option, all Confidential Information of the Disclosing Party; provided, however, the Receiving Party and its Representatives are permitted to retain Confidential Information to the extent such Confidential Information is "backed-up" on its or their (as the case may be) electronic information management and communications systems or servers, is not available to an end user, and cannot be expunged without considerable effort, and, notwithstanding the immediately preceding proviso, the Receiving Party and its Representatives shall maintain the confidentiality of any such retained records to the same extent as required under this Section 4.01. If such Confidential Information is destroyed, an authorized officer of the Receiving Party shall certify to such destruction in writing.

ARTICLE V
LIMITATIONS ON LIABILITY; BUYER PARENT GUARANTEE

Section 5.01 Limitations on Liability. Notwithstanding anything in this Agreement to the contrary, in no event will either Party have any Liability for any consequential, incidental, exemplary, special, indirect or punitive damages (including lost profits, loss of production, diminution in value or other damages attributable to business interruption) arising under or in connection with any provision of this Agreement.

Section 5.02 Buyer Parent Guarantee. Buyer Parent hereby absolutely, unconditionally, and irrevocably guarantees to the Sellers the due, full, and punctual payment of Buyer's obligations under this Agreement in respect of the Real Estate Services to be provided to Buyer hereunder (the "Guaranteed Obligations"). If, for any reason whatsoever, Buyer shall fail or be unable to duly, punctually, and fully pay or perform the Guaranteed Obligations, such Guaranteed Obligations shall be due and payable for the purposes hereof and Buyer Parent will forthwith pay and cause to be paid in lawful currency of the United States, or perform or cause to be performed, the Guaranteed Obligations. The foregoing obligation of Buyer Parent constitutes a continuing guarantee of payment and performance (and not merely of collection), and is and shall be absolute and unconditional under any and all circumstances, including circumstances which might otherwise constitute a legal or equitable discharge of a guarantor and including any amendment, extension, modification, or waiver of any of the Guaranteed Obligations or any insolvency, bankruptcy, liquidation, or dissolution of Buyer or any assignment thereby. Without limiting the generality of the foregoing, Buyer Parent agrees that its obligations under this Section 5.02 are independent from those of Buyer and its liability shall extent to all liabilities and obligations that constitute part of the Guaranteed Obligations, irrespective of whether any action is brought against Buyer or whether Buyer is joined in any such action or actions. Buyer Parent hereby irrevocably waives, to the fullest extent permitted by applicable law, (i) notice of acceptance of this guaranty and notice of any liability to which it may apply, (ii) promptness, diligence, presentment, demand, or payment, protest, notice of dishonor or nonpayment, suit, filing objections with a court, any right to require proceeding first against Buyer, (iii) any right to require the prior disposition of the assets of Buyer to meet any of its obligations hereunder, (iv) notice of the creation, renewal, extension, or accrual of any of the Guaranteed Obligations, and (v) the taking of any other action by Sellers and all demands whatsoever.

ARTICLE VI
MISCELLANEOUS

Section 6.01 Successors and Assigns; No Third-Party Beneficiaries. Subject to the terms of this Section 6.01, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties hereto. Except as otherwise set forth in this Agreement, including Section 1.03, Sellers shall not assign any of Sellers' rights or delegate any of such Seller's obligations under this Agreement without the prior written consent of Buyer. Buyer shall not assign any of Buyer's rights or delegate any of Buyer's obligations under this Agreement without the prior written consent of Sellers, except that Buyer is permitted to assign any of Buyer's rights and delegate any of Buyer's obligations under this Agreement, without the prior written consent of Sellers, (a) to any Affiliate of Buyer, (b) in connection with the sale of all or substantially all of the ownership interests or assets of, or any business combination transaction involving, Buyer or any of its Affiliates, and (c) as collateral to any financial institution providing financing to Buyer or any of its Affiliates. Buyer Parent may not assign or delegate any of its obligations under this Agreement without the prior written consent of the Sellers. No assignment or delegation is to relieve either any party hereto of any of such party's obligations under this Agreement. Any purported assignment or delegation in violation or breach of this Section 6.01 will be void *ab initio*. Nothing in this Agreement will be construed to give any Person other than the parties hereto any legal or equitable right under or with respect to this Agreement or any provision of this Agreement, except (a) such rights as will inure to a successor or permitted assignee pursuant to this Section 6.01 and (b) as contemplated by Article V.

Section 6.02 Notices. All notices, consents, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by electronic mail during regular business hours, or if not during regular business hours, the next Business Day; provided, that no "error" message or other electronic notification of non-delivery (excluding any "out-of-office" or other similar message or notification) is promptly received by the Party sending such electronic mail, (c) received or refused by the addressee, if sent by certified mail, return receipt requested, or (d) received or refused by the addressee, if sent by a nationally recognized overnight delivery service, return receipt requested, in each case to the appropriate addresses set forth below (or to such other addresses as a Party designates by notice to the other parties hereto in accordance with this Section 6.02):

(a) If to Sellers, to:

Accord CapX LLC
c/o Accord Financial Corp.
40 Eglinton Ave. E, Suite 602
Toronto, ON M4P 3A2, CA
Attention: Simon Hitzig, CEO
Email: Hitzig@AccordFinancial.com

With a copy to (which shall not constitute notice):

Patterson Belknap Webb & Tyler LLP
1133 Avenue of the Americas
New York, NY 10036
Attention: Craig W. Dent
Email: cdent@pbwt.com

(b) If to Buyer or to Buyer Parent, to:

Rosenthal & Rosenthal Midwest Inc.
c/o Rosenthal & Rosenthal, Inc.
1370 Broadway
New York, NY 10018
Attention: James Occhiogrosso
Email: JOcchiogrosso@rosenthalinc.com

With a copy to (which shall not constitute notice):

Otterbourg P.C.
230 Park Avenue
New York, NY 10169
Attention: Philip C. Berg
Email: PBerg@otterbourg.com

or to such other address as such party may indicate by a notice delivered to the other parties hereto.

Section 6.03 Entire Agreement; Modification. Except as otherwise expressly provided for in this Agreement, this Agreement, together with the Purchase Agreement and other Purchase Documents, constitutes the final, complete, entire and exclusive agreement among the parties hereto about the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, among the parties hereto with respect to the subject matter hereof. Except as otherwise expressly provided for in this Agreement, any amendment of this Agreement must be pursuant to a written agreement signed by the parties hereto. No course of dealing between or among any Persons having any interest in this Agreement will be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Person under or by reason of this Agreement.

Section 6.04 Waiver. No waiver of any provisions of this Agreement by any party hereto will be effective unless explicitly set out in writing by such party granting such waiver. Neither the failure nor any delay by any of the parties hereto in exercising any right under this Agreement will operate as a waiver of such right, and no single or partial exercise of any such right will preclude any other or further exercise of such right or the exercise of any other right. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provisions of this Agreement, whether or not similar, nor will any waiver constitute a continuing waiver.

Section 6.05 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will be, as to that jurisdiction, ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. Upon such determination that any term or provision of this Agreement is invalid or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the Transactions be consummated as originally contemplated to the greatest extent possible.

Section 6.06 Dispute Resolution; Jurisdiction; Governing Law; Waiver of Jury Trial. Section 13.13, Section 13.14 and Section 13.15 of the Purchase Agreement are hereby incorporated herein by reference, *mutatis mutandis*.

Section 6.07 Counterparts; Execution of Agreement. The parties hereto are permitted to execute this Agreement in one or more counterparts, each of such counterparts is deemed to be an original copy of this Agreement and all of which, when taken together, are deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile, electronic mail, or other means of electronic transmission (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com and www.simplyagree.com) constitutes effective execution and delivery of this Agreement as to the parties hereto. Signatures of the parties hereto transmitted by facsimile, electronic mail or other means of electronic transmission (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com and www.simplyagree.com) are deemed to be their original signatures for all purposes.

Section 6.08 Rules of Construction.

(a) Except as otherwise explicitly specified in this Agreement to the contrary, (i) references to an Article, Section, or Exhibit mean an Article or Section of, or an Exhibit to, this Agreement, unless another agreement is specified, (ii) the word "including" will be construed as "including, without limitation" and will not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it, (iii) the words "to the extent" mean the degree to which and not simply "if", (iv) the words "herein", "hereof", "hereby", "hereto", and "hereunder" refer to this Agreement as a whole, (v) words in the singular or plural form include the plural and singular form, respectively, (vi) pronouns are deemed to refer to the masculine, feminine, or neuter, as the identity of the Person or Persons requires, (vii) references to a particular Person include such Person's successors and permitted assigns, (viii) references to a particular statute, rule, or regulation include all rules and regulations thereunder and any predecessor or successor statutes, rules, or regulations, in each case as amended or otherwise modified from time to time, (ix) references to a particular Contract, document, instrument, or certificate mean such Contract, document, instrument, or certificate as amended, supplemented, or otherwise modified from time to time if permitted by the provisions thereof, (x) references to "Dollars" or "$" are references to United States Dollars, (xi) references to "written" or "in writing" include electronic form, and (xii) any reference in this Agreement to a "day" or a number of "days" (without explicit reference to "Business Days") will be interpreted as a reference to a calendar day or number of calendar days.

(b) The headings of Articles, Sections, and the Exhibit are provided for convenience only and will not affect the construction or interpretation of this Agreement. The Services Exhibit is incorporated into this Agreement to the same extent as though fully set forth in this Agreement.

(c) If any period for giving notice or taking action under this Agreement expires on a day that is not a Business Day, then the time period will be automatically extended to the Business Day immediately following such day. When calculating the period of time before which, within which, or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded.

(d) The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties hereto and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Prior drafts of this Agreement or the fact that any provisions have been added, deleted, or otherwise modified from any prior drafts of this Agreement will not be used as an aide of construction or otherwise constitute evidence of the intent of the parties hereto.

Section 6.09 Relationship of the Parties. Buyer acknowledges and agrees that this Agreement does not create a fiduciary relationship, partnership, joint venture, or relationships of trust or agency between the Buyer and the Sellers and that all Services are provided by Sellers as independent contractors.

[*Signature Page Follows*]

Each of the parties hereto, intending to be legally bound, has either duly executed this Agreement or caused an authorized Representative of such party to duly execute this Agreement on behalf of such party, as of the Effective Date.

BUYER:

Rosenthal & Rosenthal Midwest Inc.

By: ______________________________
Name:
Title:

BUYER PARENT:

Rosenthal & Rosenthal, Inc., solely with respect to Section 5.02 hereof

By: ______________________________
Name:
Title:

SELLERS:

Accord Financial Corp.

By: Simon Hitzig
Name: Simon Hitzig
Title: Chief Executive Officer

Accord CapX LLC

By: ______________________________
Name: James Hogan
Title: President

[*Signature Page to Transition Services Agreement*]

Each of the parties hereto, intending to be legally bound, has either duly executed this Agreement or caused an authorized Representative of such party to duly execute this Agreement on behalf of such party, as of the Effective Date.

BUYER:

Rosenthal & Rosenthal Midwest Inc.

DocuSigned by:

By: ______________________
547F0314BC5E49C...
Name: Paul Schuldiner
Title: Executive Vice President

BUYER PARENT:

Rosenthal & Rosenthal, Inc., solely with respect to Section 5.02 hereof

DocuSigned by:

By: ______________________
547F0314BC5E49C...
Name: Paul Schuldiner
Title: Executive Vice President

SELLERS:

Accord Financial Corp.

By: ______________________
Name:
Title:

Accord CapX LLC

By: ______________________
Name:
Title:

Exhibit A

Services Exhibit

Description of Service	**End Date**
Sellers shall provide Buyer with an export PST file for all Microsoft suite email accounts of Transferred Employees, including contacts and calendars, on or immediately following the Closing. Sellers shall continue to support the existing email accounts of the Transferred Employees and enable an out-of-office response providing the relevant Buyers' contact information and enable email forwarding of externally originated emails to the Transferred Employees.	March 31, 2025
Sellers shall cooperate with Buyer to migrate over to Buyer's information technology systems the Transferred Employees' records, contacts and contact history, calendars, and transaction-related information (together the "Salesforce Records") related to the Business, which will include, all Salesforce Records of each Transferred Employee as are reasonably required for Buyer to operate the Business in substantially the same manner as operated by Sellers prior to the Closing. Sellers shall provide Buyer with an export file for all such Salesforce.com accounts and other Salesforce Records concurrently with or immediately following the Closing. Until such time as the migration over to Buyer's information technology systems is complete, Sellers will provide periodic updates, at reasonable intervals, to the Salesforce Records to the extent of any changes thereto.	March 31, 2025
Sellers shall provide access to, and migrate over to Buyer's information technology systems, the electronic files and data of Sellers that were used in the Business or are reasonably required for Buyer to operate the Business in substantially the same manner as operated by Seller prior to the Closing. Electronic files and data will be delivered to Buyer's designated secure FTP site on or immediately following the Closing. Until such time as the migration over to Buyer's information technology systems is complete, Sellers will provide, at reasonable intervals, periodic updates to the electronic files and data to the extent of any changes thereto.	March 31, 2025
Sellers shall make its personnel available to Buyer for purposes of providing information and assistance as requested by Buyer which is related to the Business or the Purchased Assets.	March 31, 2025
Sellers shall continue to provide the bookkeeping, invoicing, collecting, accounting and treasury services to the Business in substantially the same manner as provided by Sellers prior to the	March 31, 2025

Closing, including, but not limited to, such support services related to preparation of financial statements. Sellers shall provide Buyer with a QuickBooks export file (with full history) through August 31, 2024, September 30, 2024 and October 31, 2024, in each case within three (3) days of such date (except that the August 31, 2024 file is to be delivered upon the Closing or immediately thereafter). If the accounting migration has not been completed by October 31, 2024, Sellers shall continue to provide month-end export files until the earlier of such completion or the End Date of March 31, 2025.	
Sellers shall continue to provide payment collections services in substantially the same manner as provided prior to the Closing with respect to the payments due on October 1st and October 15th and any subsequent payments until such payments collection function has been fully migrated to Buyer.	March 31, 2025
Seller shall provide Buyer with a current export file of the client database with respect to the Purchased Assets currently housed on CMS, at or immediately following the Closing, and provide any subsequent updates, at reasonable intervals, to such file. Buyer understands and acknowledges that Seller will be decommissioning CMS in 2025; *provided, however*, that Buyer shall not decommission CMS until Buyer has confirmed that it has received all information that it reasonably requires from CMS.	March 31, 2025
Sellers shall cause to be transferred or assigned to Buyer, or assist Buyer in setting up their own account, the following services from the following vendors, and shall continue to receive such services on Buyer's behalf until such time as each service is transferred, assigned, or set up: **<u>Product Name/Service</u>** — **<u>Vendor</u>** OLV Matrix — Alta Group IBISWorld — IBISWorld Capital IQ — Standard & Poor's Sales & Use Tax Consulting — Gable Tax Consulting Paynet — Equifax TValue - 6 licenses — TimeValue Software PDP Group — Vehicle liens CSC (assignment) — UCCs (history) Moody's — Moody's	Until such date as all of the listed services have successfully been transferred, assigned, or set up.
"<u>Real Estate Services</u>": Accord CapX hereby grants to Buyer, from and after the Closing until the termination of the Real Estate Services, a temporary space license to use the Chicago Office Space for the operation of the Business (for office and administrative use consistent	Until such date as the Chicago Lease is assigned from Accord CapX to Buyer;

with the occupancy of such space by the Business in the 90-day period immediately prior to the Closing). As consideration for the provision of the Real Estate Services, Buyer shall pay to Accord CapX all amounts due by and actually paid by Accord CapX to the Chicago Landlord under the Chicago Lease from and after the Closing (including, for these purposes, October rent to the extent pre-paid by Accord CapX prior to the Closing) until the termination of the Real Estate Services (including, without limitation, "Rent" and "Rent Adjustment," each as defined in the Chicago Lease). Buyer shall, and shall cause its employees, Affiliates, contractors, and agents, to comply with the terms of the Chicago Lease, including all applicable occupancy and use restrictions, in connection with its use of the Chicago Office Space.	provided, that, the Real Estate Services may not, in any event, extend beyond, and shall automatically terminate upon, the expiration or termination of the Chicago Lease.