

[REDACTED]

[REDACTED]

Specific details of potential strategic initiatives

In addition, we also request that the amendments set forth in Schedule “A” hereto (which include, *inter alia*, (i) a reduction of the Revolving Facility to CDN\$160,000,000 on the February 2026 Amendment Effective Date (as defined below) and further reductions upon the receipt of loan repayments from certain Clients, and (ii) an extension of the maturity date from February 27, 2026 to March 31, 2026) be made to the Credit Agreement (collectively, the “**Credit Agreement Amendments**”).

Finally, we hereby request that (i) as relates to the Extension Fee (as defined in the Third Amendment Agreement) payable on February 27, 2026 pursuant to Section 4.2 of the Fourth Amendment Agreement, only a portion thereof representing an amount of CDN\$250,000 be payable on such date and the balance thereof (i.e. the remaining CDN\$250,000) be payable on March 31, 2026, and (ii) as relates to the Exit Fee (as defined in the Fourth Amendment Agreement), the payment thereof be required on March 31, 2026 (instead of February 27, 2026) if the Loans have not been repaid in full on or prior to such date (collectively, the “**Fee Amendment**”, and collectively with the Credit Agreement Amendments, the “**Amendments**”).

Moreover, the Borrowers are hereby seeking the consent of the Lenders in respect of the Waiver and the Amendments (collectively, the “**Requests**”).

We confirm that no Default or Event of Default has occurred and is continuing as of the date hereof (other than, for certainty, the Events of Default that will result from the failure by the Borrowers to meet the AFIU Sale Milestone and Facility Refinancing Milestone on February 24, 2026).

We request that each Lender provide a response to the Waiver request before 5:00 p.m. (EDT) on February 24, 2026 and to the Amendments request before 5:00 p.m. (EDT) on February 26, 2026, in each case, by returning the response form attached hereto to the Administrative Agent by email at ryan.moonilal@scotiabank.com.

The consent of the Lenders in respect of the Waiver will come into effect immediately upon the Administrative Agent's execution of the attached confirming that the Waiver has been approved. The consent of the Lenders in respect of the Amendments will come into effect immediately upon (i) the Administrative Agent's execution of the attached confirming that the Amendments have been approved and (ii) the Administrative Agent receiving satisfactory evidence that the maturity date of the Parentco Related Parties Indebtedness has been extended to a date that is no earlier than April 6, 2026, the whole without the need of any further documentation. As relates specifically to the Credit

Agreement Amendments, the date on which such Amendments will become effective shall be referred to as the “**February 2026 Amendment Effective Date**”.

This letter shall be governed by the laws of the Province of Québec and the federal laws of Canada applicable therein. It may be executed in any number or counterparts, each of which shall be deemed to be an original when so executed and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page by any electronic means shall be as effective as delivery of a manually executed counterpart of such signature page.

The parties hereto have expressly required that this letter be drafted in the English language. Each of the parties hereto acknowledges that each party was represented by legal counsel and has had the opportunity to negotiate the terms and conditions of this letter with the assistance of its legal counsel. *Les parties aux présentes ont expressément exigé que la présente lettre soit rédigée en langue anglaise. Chacune des parties aux présentes reconnaît que chaque partie était représentée par ses conseillers juridiques et a eu l'opportunité de négocier les termes et conditions de cette lettre avec l'aide de ses conseillers juridiques.*

Yours truly,

[INTENTIONALLY LEFT BLANK]

REQUEST FOR CONSENT (AMENDMENTS) – SIGNATURE PAGE

Yours truly,

**ACCORD FINANCIAL INC. /
FINANCIÈRE ACCORD INC.,**
AS CDN BORROWER

Per: Simon Hitzig

**ACCORD SMALL BUSINESS
LEASING CORP.,** AS ASBF BORROWER

Per: Simon Hitzig

ACCORD FINANCIAL, INC.,
AS US BORROWER

Per: Irene Eway

ACCORD FINANCIAL CORP.,
AS CDN BORROWER

Per: Irene Eway

**ACCORD FINANCIAL CANADA
CORP.,** AS ASBF BORROWER

Per: Simon Hitzig

ACCORD CAPX LLC.,
AS US BORROWER

Per: Irene Eway

SCHEDULE “A”

AMENDMENTS

1. Section 2.6.1 of the Credit Agreement shall be amended as follows:

2.6.1 *As of the ~~Fourth~~ **February 2026** Amendment Effective Date **(as defined in the request letter of the Borrowers dated as of February 20, 2026)**, the amount of the Revolving Facility is ~~CDN\$190,000,000~~ **CDN\$160,000,000**. Except as hereinafter contemplated in subsection 2.6.6 in respect of the Swingline Lenders, the Revolving Loan of each Revolving Lender shall not exceed its Revolving Commitment.*

2. Section 2.6.5 of the Credit Agreement shall be amended as follows:

2.6.5 *The Borrowers acknowledge that, as of the ~~Fourth~~ **February 2026** Amendment Effective Date **(as defined in the request letter of the Borrowers dated as of February 20, 2026)**, the aggregate maximum amount available to them under the Revolving Facility and the Swingline Facilities is limited to ~~CDN\$190,000,000~~ **CDN\$160,000,000** and each Swingline Facility is being made available to the applicable Borrowers by the applicable Swingline Lender as part of the Revolving Facility and not in addition thereto. Consequently, any Loan under a Swingline Facility shall reduce, by an equal amount (expressed in the Equivalent of Canadian Dollars), the amount available under the Revolving Facility and shall reduce the amount available under the applicable Swingline Commitment and any repayment of any Loan under a Swingline Facility shall increase, by an equal amount, the amount available under the Revolving Facility and shall increase the amount available under the applicable Swingline Commitment.*

3. Section 2.6.5 of the Credit Agreement shall be amended as follows:

2.14.1 *Concurrently with **(i)** the consummation of any sale of Business Assets **or (ii) the receipt of any net proceeds in relation to the loan repayments referred to in Sections 13.19.3, 13.19.5 and 13.19.6, in each case,** the Borrowers shall repay or shall cause to be repaid the Revolving Loans in an amount equal to the net cash proceeds of such sale or loan*

REQUEST FOR CONSENT (AMENDMENTS) – SCHEDULE A

repayment, it being agreed and acknowledged that in addition to such repayment:

2.14.1.1 concurrently with the BondIt Sale, the Revolving Facility shall be permanently reduced by an amount equal to the net cash proceeds of such sale;

2.14.1.2 [REDACTED]

Terms relating to potential strategic initiatives

2.14.1.3 concurrently with the AFIU Sale, the Revolving Facility shall be permanently reduced by an amount equal to 80% of the net cash proceeds of such sale; ~~and~~

2.14.1. [REDACTED]

and
Terms relating to potential strategic alternatives

2.14.1.5 concurrently with the receipt of the net proceeds in relation to any loan repayment referred to in Sections 13.19.3, 13.19.5 and 13.19.6, the Revolving Facility shall be permanently reduced by an amount equal to 80% of such net proceeds;

and each such reduction shall be allocated among the Commitments on a Rateable Share basis.

4. Section 13.19 of the Credit Agreement shall be amended as follows:

[REDACTED]

REQUEST FOR CONSENT (AMENDMENTS) – SCHEDULE A

[REDACTED]

13.19.1.2

[REDACTED]

[REDACTED]

13.19.3

[REDACTED]

13.19.4

[REDACTED]

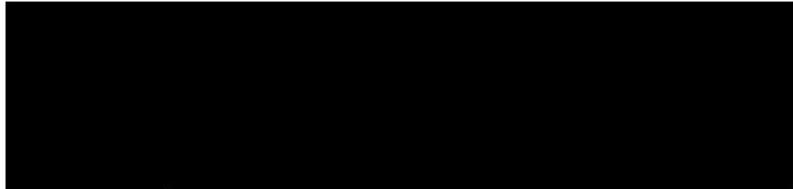
13.19.5

[REDACTED]

REQUEST FOR CONSENT (AMENDMENTS) – SCHEDULE A



13.19.6



Specific terms relating to potential strategic initiatives

5. The table in Schedule “A” of the Credit Agreement is replaced by the following table:

NAME OF LENDER	REVOLVING COMMITMENT
THE BANK OF NOVA SCOTIA	CDN\$42,153,387
ROYAL BANK OF CANADA	CDN\$34,822,400
REGIONS' BANK	CDN\$27,491,413
CANADIAN IMPERIAL BANK OF COMMERCE	CDN\$20,710,400
M&T BANK	CDN\$18,327,467
BANK OF MONTREAL	CDN\$16,494,933
TOTAL	CDN\$160,000,000

CONFIRMATION

The undersigned hereby (i) confirms having obtained the consent of the Lenders to the Request(s) indicated with a “Yes” below, and (ii) accepts and consents to the foregoing, for and on behalf of the Lenders, as of __24th of February__, 2026.

Consent to the Waiver:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Consent to the Amendments:	Yes <input type="checkbox"/> No <input type="checkbox"/>

THE BANK OF NOVA SCOTIA,
as Administrative Agent

Per: 
Name: Voula Karidis
Managing Director

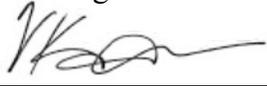
Per: 
Name: Ryan Moonilal
Associate

CONFIRMATION

The undersigned hereby (i) confirms having obtained the consent of the Lenders to the Request(s) indicated with a “Yes” below, and (ii) accepts and consents to the foregoing, for and on behalf of the Lenders, as of __27th of February__, 2026.

Consent to the Waiver:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Consent to the Amendments:	Yes X No <input type="checkbox"/>

THE BANK OF NOVA SCOTIA,
as Administrative Agent

Per: 

Name: Voula Karidis
Managing Director

Per: 

Name: Ryan Moonilal
Associate

RESPONSE FORM

TO: THE BANK OF NOVA SCOTIA, in its capacity
as Administrative Agent

Dear Madams/Sirs:

Reference is made to the second amended and restated credit agreement dated as of July 26, 2022 entered into among Accord Financial Corp. and Accord Financial Inc./Financière Accord Inc., as Cdn Borrowers, Accord Small Business Leasing Corp. and Accord Financial Canada Corp., as ASBF Borrowers, Accord Financial, Inc. and Accord CapX LLC, as US Borrowers, the several lenders named therein from time to time, as Lenders, and The Bank of Nova Scotia, as Administrative Agent, as amended pursuant to a first amendment agreement dated as of July 28, 2023, a second amendment agreement dated as of March 15, 2024, a third amendment agreement dated as of August 15, 2025 and a fourth amendment agreement dated as of December 22, 2025 (as so amended and as otherwise amended prior to the date hereof, the "**Credit Agreement**"). Capitalized terms used herein but not defined have the meanings ascribed to them in the Credit Agreement.

Reference is also hereby made to the request letter of the Borrowers dated February 20, 2026 and addressed to the Administrative Agent and the Lenders in respect of the Waiver and the Amendments (the "**Request Letter**").

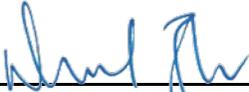
The Lender named below responds as follows to the Request Letter, the whole subject to the terms set out in the Request Letter:

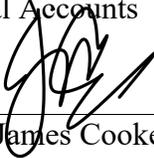
Consent to the Waiver (as defined in the Request Letter):	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Consent to the Amendments (as defined in the Request Letter):	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

REQUEST FOR CONSENT (AMENDMENTS) – SIGNATURE PAGE

Signed this 24th day of February 2026.

The Bank of Nova Scotia

Per: 
Name: Daniel Zolov, Director,
National Accounts

Per: 
Name: James Cooke, Senior Manager,
Special Accounts

RESPONSE FORM

TO: THE BANK OF NOVA SCOTIA, in its capacity
as Administrative Agent

Dear Madams/Sirs:

Reference is made to the second amended and restated credit agreement dated as of July 26, 2022 entered into among Accord Financial Corp. and Accord Financial Inc./Financière Accord Inc., as Cdn Borrowers, Accord Small Business Leasing Corp. and Accord Financial Canada Corp., as ASBF Borrowers, Accord Financial, Inc. and Accord CapX LLC, as US Borrowers, the several lenders named therein from time to time, as Lenders, and The Bank of Nova Scotia, as Administrative Agent, as amended pursuant to a first amendment agreement dated as of July 28, 2023, a second amendment agreement dated as of March 15, 2024, a third amendment agreement dated as of August 15, 2025 and a fourth amendment agreement dated as of December 22, 2025 (as so amended and as otherwise amended prior to the date hereof, the "**Credit Agreement**"). Capitalized terms used herein but not defined have the meanings ascribed to them in the Credit Agreement.

Reference is also hereby made to the request letter of the Borrowers dated February 20, 2026 and addressed to the Administrative Agent and the Lenders in respect of the Waiver and the Amendments (the "**Request Letter**").

The Lender named below responds as follows to the Request Letter, the whole subject to the terms set out in the Request Letter:

Consent to the Waiver (as defined in the Request Letter):	Yes X	No <input type="checkbox"/>
Consent to the Amendments (as defined in the Request Letter):	Yes X	No <input type="checkbox"/>

REQUEST FOR CONSENT (AMENDMENTS) – SIGNATURE PAGE

Signed this ____24th____ day of ____February____ 2026.

**CANADIAN IMPERIAL BANK OF
COMMERCE**

Per:



Name: NICOLAS MÉZERGUE

Per:



Name: NICK MAVIDIS

REQUEST FOR CONSENT (AMENDMENTS) – SIGNATURE PAGE

RESPONSE FORM

TO: THE BANK OF NOVA SCOTIA, in its capacity
as Administrative Agent

Dear Madams/Sirs:

Reference is made to the second amended and restated credit agreement dated as of July 26, 2022 entered into among Accord Financial Corp. and Accord Financial Inc./Financière Accord Inc., as Cdn Borrowers, Accord Small Business Leasing Corp. and Accord Financial Canada Corp., as ASBF Borrowers, Accord Financial, Inc. and Accord CapX LLC, as US Borrowers, the several lenders named therein from time to time, as Lenders, and The Bank of Nova Scotia, as Administrative Agent, as amended pursuant to a first amendment agreement dated as of July 28, 2023, a second amendment agreement dated as of March 15, 2024, a third amendment agreement dated as of August 15, 2025 and a fourth amendment agreement dated as of December 22, 2025 (as so amended and as otherwise amended prior to the date hereof, the "**Credit Agreement**"). Capitalized terms used herein but not defined have the meanings ascribed to them in the Credit Agreement.

Reference is also hereby made to the request letter of the Borrowers dated February 20, 2026 and addressed to the Administrative Agent and the Lenders in respect of the Waiver and the Amendments (the "**Request Letter**").

The Lender named below responds as follows to the Request Letter, the whole subject to the terms set out in the Request Letter:

Consent to the Waiver (as defined in the Request Letter):	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Consent to the Amendments (as defined in the Request Letter):	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

REQUEST FOR CONSENT (AMENDMENTS) – SIGNATURE PAGE

Signed this 27 day of February 27, 2026.

[NAME OF LENDER] Bank of Montreal

Per: Jesse Agassiz
Name: Jesse Agassiz, Senior Director

Per: _____
Name:

RESPONSE FORM

TO: THE BANK OF NOVA SCOTIA, in its capacity
as Administrative Agent

Dear Madams/Sirs:

Reference is made to the second amended and restated credit agreement dated as of July 26, 2022 entered into among Accord Financial Corp. and Accord Financial Inc./Financière Accord Inc., as Cdn Borrowers, Accord Small Business Leasing Corp. and Accord Financial Canada Corp., as ASBF Borrowers, Accord Financial, Inc. and Accord CapX LLC, as US Borrowers, the several lenders named therein from time to time, as Lenders, and The Bank of Nova Scotia, as Administrative Agent, as amended pursuant to a first amendment agreement dated as of July 28, 2023, a second amendment agreement dated as of March 15, 2024, a third amendment agreement dated as of August 15, 2025 and a fourth amendment agreement dated as of December 22, 2025 (as so amended and as otherwise amended prior to the date hereof, the "**Credit Agreement**"). Capitalized terms used herein but not defined have the meanings ascribed to them in the Credit Agreement.

Reference is also hereby made to the request letter of the Borrowers dated February 20, 2026 and addressed to the Administrative Agent and the Lenders in respect of the Waiver and the Amendments (the "**Request Letter**").

The Lender named below responds as follows to the Request Letter, the whole subject to the terms set out in the Request Letter:

Consent to the Waiver (as defined in the Request Letter):	Yes X	No <input type="checkbox"/>
Consent to the Amendments (as defined in the Request Letter):	Yes X	No <input type="checkbox"/>

REQUEST FOR CONSENT (AMENDMENTS) – SIGNATURE PAGE

Signed this 24th day of February 2026.

Royal Bank of Canada

Per: Andrew O'Coin
Name: Andrew O'Coin
Senior Director

Per: _____
Name:

RESPONSE FORM

TO: THE BANK OF NOVA SCOTIA, in its capacity
as Administrative Agent

Dear Madams/Sirs:

Reference is made to the second amended and restated credit agreement dated as of July 26, 2022 entered into among Accord Financial Corp. and Accord Financial Inc./Financière Accord Inc., as Cdn Borrowers, Accord Small Business Leasing Corp. and Accord Financial Canada Corp., as ASBF Borrowers, Accord Financial, Inc. and Accord CapX LLC, as US Borrowers, the several lenders named therein from time to time, as Lenders, and The Bank of Nova Scotia, as Administrative Agent, as amended pursuant to a first amendment agreement dated as of July 28, 2023, a second amendment agreement dated as of March 15, 2024, a third amendment agreement dated as of August 15, 2025 and a fourth amendment agreement dated as of December 22, 2025 (as so amended and as otherwise amended prior to the date hereof, the "**Credit Agreement**"). Capitalized terms used herein but not defined have the meanings ascribed to them in the Credit Agreement.

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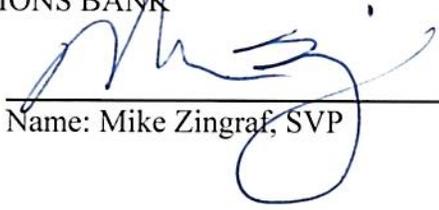
The Lender named below responds as follows to the Request Letter, the whole subject to the terms set out in the Request Letter:

Consent to the Waiver (as defined in the Request Letter):	Yes x	No <input type="checkbox"/>
Consent to the Amendments (as defined in the Request Letter):	Yes x	No <input type="checkbox"/>

REQUEST FOR CONSENT (AMENDMENTS) – SIGNATURE PAGE

Signed this 24TH day of FEBRUARY 2026.

REGIONS BANK

Per: 

Name: Mike Zingraf, SVP

Per: _____

Name:

RESPONSE FORM

TO: THE BANK OF NOVA SCOTIA, in its capacity
as Administrative Agent

Dear Madams/Sirs:

Reference is made to the second amended and restated credit agreement dated as of July 26, 2022 entered into among Accord Financial Corp. and Accord Financial Inc./Financière Accord Inc., as Cdn Borrowers, Accord Small Business Leasing Corp. and Accord Financial Canada Corp., as ASBF Borrowers, Accord Financial, Inc. and Accord CapX LLC, as US Borrowers, the several lenders named therein from time to time, as Lenders, and The Bank of Nova Scotia, as Administrative Agent, as amended pursuant to a first amendment agreement dated as of July 28, 2023, a second amendment agreement dated as of March 15, 2024, a third amendment agreement dated as of August 15, 2025 and a fourth amendment agreement dated as of December 22, 2025 (as so amended and as otherwise amended prior to the date hereof, the "**Credit Agreement**"). Capitalized terms used herein but not defined have the meanings ascribed to them in the Credit Agreement.

Reference is also hereby made to the request letter of the Borrowers dated February 20, 2026 and addressed to the Administrative Agent and the Lenders in respect of the Waiver and the Amendments (the "**Request Letter**").

The Lender named below responds as follows to the Request Letter, the whole subject to the terms set out in the Request Letter:

Consent to the Waiver (as defined in the Request Letter):	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Consent to the Amendments (as defined in the Request Letter):	Yes <input type="checkbox"/>	No <input type="checkbox"/>

REQUEST FOR CONSENT (AMENDMENTS) – SIGNATURE PAGE

Signed this 24 day of February 2026.

M&T Bank

Signed by:
Per: 
Name: ~~Leanne R. Martin~~ Leanne R. Martin
Senior Vice President

RESPONSE FORM

TO: THE BANK OF NOVA SCOTIA, in its capacity
as Administrative Agent

Dear Madams/Sirs:

Reference is made to the second amended and restated credit agreement dated as of July 26, 2022 entered into among Accord Financial Corp. and Accord Financial Inc./Financière Accord Inc., as Cdn Borrowers, Accord Small Business Leasing Corp. and Accord Financial Canada Corp., as ASBF Borrowers, Accord Financial, Inc. and Accord CapX LLC, as US Borrowers, the several lenders named therein from time to time, as Lenders, and The Bank of Nova Scotia, as Administrative Agent, as amended pursuant to a first amendment agreement dated as of July 28, 2023, a second amendment agreement dated as of March 15, 2024, a third amendment agreement dated as of August 15, 2025 and a fourth amendment agreement dated as of December 22, 2025 (as so amended and as otherwise amended prior to the date hereof, the "**Credit Agreement**"). Capitalized terms used herein but not defined have the meanings ascribed to them in the Credit Agreement.

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The Lender named below responds as follows to the Request Letter, the whole subject to the terms set out in the Request Letter:

Consent to the Waiver (as defined in the Request Letter):	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Consent to the Amendments (as defined in the Request Letter):	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

REQUEST FOR CONSENT (AMENDMENTS) – SIGNATURE PAGE

Signed this 26 day of February 2026.

M&T Bank

Per:

Signed by: 
Name: Leanne R. Martin

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