

MEMBERSHIP INTEREST PURCHASE AGREEMENT

by and among

BONDIT PARENT LLC,
THE SELLERS PARTY HERETO

ACCORD FINANCIAL, INC.
(in its capacity as Representative),

and

SOLELY FOR PURPOSES OF SECTION 7.1, SIMON HITZIG

Dated February 10, 2026

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MEMBERSHIP INTEREST PURCHASE AGREEMENT

BondIt Parent LLC, a Delaware limited liability company ("Buyer"), the equityholders of BondIt Holdco (as defined below) set forth on Annex I under the heading "Seller" (each, a "Seller" and collectively, the "Sellers"), Accord Financial, Inc., a Delaware corporation, as representative of the Sellers (in such capacity, "Representative"), and, solely for purposes of Section 7.1, Simon Hitzig each hereby enter into this "Agreement" on February 10, 2026 and hereby agree as follows.

RECITALS

BondIt HoldCo, LLC, a California limited liability company ("BondIt HoldCo"), is the sole owner of BondIt LLC, a California limited liability company ("BondIt", and together with BondIt HoldCo, the "Companies" and each individually, a "Company"). BondIt is engaged in the business of providing financing for various projects in the film, television and media industries (together with any other businesses conducted or actively planned to be conducted as of the date hereof, the "Business").

At the Closing, Buyer desires to purchase from Accord, and Accord desires to sell, assign, transfer, convey and deliver to Buyer, the membership interests of BondIt HoldCo set forth opposite Accord's name on Annex I hereto under the heading "Purchased Interests" ("Purchased Interests").

At the Closing and immediately following the transactions contemplated by the foregoing recital, each Seller will contribute to Buyer the membership interests of BondIt HoldCo set forth opposite such Seller's name on Annex I hereto under the heading "Rollover Interests" (the "Rollover Interests" and together with the Purchased Interests, the "Company Interests"), and in exchange therefor, Buyer will issue to each Seller the number of units (and/or warrants to acquire units) of Buyer set forth opposite such Seller's name on Annex I hereto under the heading "Buyer Units" (collectively, "Buyer Units").

AGREEMENT

In consideration of the mutual representations and warranties, covenants and other obligations contained in this Agreement and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I CERTAIN DEFINITIONS

"Accord" means Accord Financial, Inc., a Delaware corporation.

"Accord Change in Control" means any transaction or series of related transactions (as a result of a tender offer, merger, consolidation, or otherwise) that results in, or that is in connection with, (i) any Person or "group" (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of Persons acquiring beneficial ownership, directly or indirectly, of equity securities representing a majority of the then-issued and outstanding voting power of Accord or Accord Parent; or (ii) the sale, lease, exchange, conveyance, transfer, or other disposition (for cash, shares of stock, securities, or other consideration), of all or substantially all of the property and assets of Accord or Accord Parent, to any Person or "group" (within the meaning of the Exchange Act) of Persons.

"Accord Portion" means 60.0412%.

"Affiliate" of any particular Person means any other present or future Person controlling, controlled by or under common control with such Person, where "control" means the possession, directly or indirectly,

of the power to direct the management and policies of a Person whether through the ownership of voting securities, its capacity as a sole or managing member or otherwise.

“Allocation Schedule” has the meaning set forth in Section 7.4(g).

“Agents” of any Person means such Person’s directors, managers, officers, employees, agents, accountants, attorneys, consultants, professional advisors or other representatives.

“Ancillary Agreements” means, collectively, the Instrument of Transfer and each other agreement, document, instrument or certificate delivered in connection with the transactions contemplated by this Agreement.

“Assumed Indebtedness” means the Indebtedness set forth on Schedule 1.1(c). For the avoidance of doubt, Assumed Indebtedness shall not reduce the Initial Purchase Price, the Final Purchase Price, or any element thereof.

“Base Cash Purchase Price” means \$5,000,000.

“Business Data” means all business information and all Personal Data (whether of employees, contractors, consultants, customers, consumers, or other Persons and whether in electronic or any other form or medium) that is accessed, collected, used, processed, stored, shared, distributed, transferred, disclosed, destroyed or disposed of by any of the Business Systems.

“Business Intellectual Property” has the meaning set forth in Section 3.10(a).

“Business Systems” means all computer software, firmware, hardware (whether general or special purpose) and systems, electronic data processing, information, record keeping, communications, telecommunications, networks, interfaces, platforms, servers, peripherals and computer systems, including any outsourced systems and processes, that are owned, leased or licensed by or for a Company in the conduct of the Business.

“Buyer LLC Agreement” means the Amended and Restated Limited Liability Company Agreement of Buyer, dated as of the date hereof (as amended from time to time).

“Buyer Persons” means Buyer and its Affiliates and each of their respective direct and indirect equityholders, members, Agents, successors, beneficiaries and assigns.

“CARES Act” means the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116-136).

“Cash” means the aggregate amount of cash of the Company determined in accordance with GAAP as of 12:01 a.m. Pacific Time on the Closing Date; provided, that Cash shall exclude all cash deposits to secure a liability or obligation of the Company, cash collateralizing any liability or obligation, cash in reserve or escrow accounts, custodial cash and cash subject to a lockbox, dominion, control or similar agreement or otherwise subject to any legal or contractual restriction on the ability to freely transfer or use such cash; provided, further, that, notwithstanding the above, “Cash” shall include any cash reserves of the Company that are maintained to satisfy financial covenants in the Company’s credit facilities. For purposes of clarity and without duplication, Cash shall be reduced by the amount of any outstanding uncleared checks, drafts and wire transfers as of 12:01 a.m. Pacific Time on the Closing Date.

“Code” means the Internal Revenue Code of 1986, as amended.

“Confidential Information” means all information of a nonpublic, confidential, proprietary or competitively sensitive nature (whether or not specifically labeled or identified as “confidential”), in any form or medium, that relates to a Company or the Business, including: (a) internal business information (including historical and projected financial information and budgets and information relating to strategic and staffing plans and practices, business, training, marketing, promotional and sales plans and practices, cost, rate and pricing structures and accounting and business methods); (b) requirements of and specific contractual arrangements with customers, suppliers, contractors, vendors, employees or other material business relations and their confidential information; (c) trade secrets, know-how, source code and methods of operation, techniques, formulae and systems relating to the products or services of the Business and data, data bases, analyses, records, reports, manuals, documentation and models and relating thereto; (d) inventions, innovations, improvements, developments and all similar or related information (whether or not patentable); (e) corporate business structure of the Business; (f) acquisition plans, targets and strategies of the Business; and (g) financial and other business or strategic information of the Companies or the Business.

“Contract” means any legally binding contract, purchase order, lease, sublease, license, indenture, bond, debenture, note, mortgage, guarantee, instrument, agreement, deed of trust, conditional sales contract or other legally binding arrangement, together with all modifications and amendments thereto.

“Data Security Requirements” means all of the following to the extent relating to Data Treatment or otherwise relating to privacy, security or security breach notification requirements and applicable to a Company, the Business or the Business Systems: (a) such Company’s applicable public-facing privacy policy; (b) all applicable Laws; (c) to the extent applicable, PCI-DSS; and (d) applicable provisions of Contracts to which such Company is a party or by which it is otherwise bound.

“Data Treatment” means the access, collection, use, processing, storage, sharing, distribution, transfer, disclosure, security, destruction, or disposal of any Personal Data or other personal, sensitive, or confidential information or data (whether in electronic or any other form or medium), including any of the foregoing protected under applicable Laws.

“ERISA” means the Employee Retirement Income Security Act of 1974.

“ERISA Affiliate” means any Person, trade or business that, together with a Company, at any relevant time would be treated as a single employer under Section 414 of the Code.

“Final Cash Purchase Price” means an aggregate amount equal to (a) the Base Cash Purchase Price, minus (b) the Accord Portion of the amount by which Final Cash is less than Target Cash, minus (c) the Accord Portion of Final Indebtedness (other than Assumed Indebtedness), minus (d) the Accord Portion of Final Transaction Expenses.

“Final Purchase Price” means the Final Cash Purchase Price plus the Final Rollover Amount.

“Final Rollover Amount” means an aggregate amount equal to (a) \$6,000,000, minus (b) each Non-Accord Seller’s Pro Rata Portion of the amount by which Final Cash is less than Target Cash, minus (c) each Non-Accord Seller’s Pro Rata Portion of Final Indebtedness (other than Assumed Indebtedness), minus (d) each Non-Accord Seller’s Pro Rata Portion of Final Transaction Expenses.

“Flow-Through Entity” means (a)(i) any entity, plan or arrangement that is treated for income Tax purposes as a partnership or a disregarded entity, (ii) a “controlled foreign corporation” within the meaning of Code Section 957 or (iii) a “specified foreign corporation” within the meaning of Code Section 965 or (b) any entity with respect to which a holder of a direct or indirect equity interest in the entity is (or could

be) subject to Tax under the Code (or other applicable Laws relating to Taxes) by reference to earnings, income, assets or activities of the entity.

“Flow-Through Income Tax Return” means income Tax Returns of any Company in respect of which items of income, deduction, credit, gain or loss are passed through, directly or indirectly, to any Seller (or their direct or indirect owners) under applicable Law, including for the avoidance of doubt, U.S. federal income Tax Returns of any Company.

“Forfeiture Price” means, in respect of a Buyer Unit that is forfeited pursuant to: (1) Section 6.4(b), the implied per Buyer Unit price based on the most recent third party valuation of Buyer (or, if no such third party valuation has occurred, the original issuance price of such Buyer Unit implied by the transactions contemplated hereby); provided, however, that in the event of fraud, “Forfeiture Price” means the lesser of (a) the original issuance price of such Buyer Unit implied by the transactions contemplated hereby and (b) the Fair Market Value (as defined in the Buyer LLC Agreement) of such Buyer Unit; and (2) Section 2.4(c), the original issuance price of such Buyer Unit implied by the transactions contemplated hereby.

“Fundamental Representations” means the representations and warranties in Section 3.1 (Organization; Qualification; Authorization), Section 3.2 (Capitalization; Subsidiaries), Section 3.7(a) (Assets), Section 3.8 (Tax Matters), Section 3.13 (Brokerage), Section 3.20 (Affiliate Transactions), Section 4.1 (Organization; Authorization), Section 4.2(c) (Non-Contravention), Section 4.3 (Title to Company Interests) and Section 4.5 (Brokerage).

“GAAP” means United States generally accepted accounting principles.

“Governing Documents” means the legal document(s) by which any Person (other than an individual) establishes its legal existence or which govern its internal affairs. For example, the Governing Documents of a corporation are its certificate of incorporation and by-laws, the Governing Documents of a limited partnership are its limited partnership agreement and certificate of limited partnership and the Governing Documents of a limited liability company are its operating agreement and certificate of formation.

“Governmental Authority” means any federal, state, provincial, municipal, local or foreign government, any political subdivision thereof, any self-regulated organization, accrediting body or other non-governmental regulatory authority or entity, any quasi-governmental or private body or public body exercising any regulatory or administrative authority, any court, administrative or regulatory agency, department, instrumentality, body or commission and any arbitral body (public or private).

“Hazardous Substances” means (a) any contaminant, waste, material, substance, chemical, pollutant, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is a pollutant, contaminant, corrosive, reactive, explosive, flammable, “hazardous materials” “hazardous waste,” “hazardous substance,” “industrial waste,” or “toxic pollutant,” or words of similar import or regulatory effect, as defined under or otherwise regulated by any Law; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, toxic mold, lead or lead-containing materials, persistent bioaccumulative and toxic (PBT) chemicals, urea formaldehyde foam insulation, per- and polyfluoroalkyl substances, 1,4-dioxane, and polychlorinated biphenyls or any other substance with respect to which any Law requires environmental investigation, regulation, monitoring or remediation.

“HBH” means Hitzig Bros., Hargreaves & Co. LLC, a New York limited liability company.

“Indebtedness” means, without duplication, as of immediately prior to the Closing with respect to each Company, the aggregate dollar amount of: (a) Indebtedness for Borrowed Money; (b) lease obligations of such Company that are capitalized or under GAAP are required to be capitalized; (c) guarantees or other assurances by such Company to pay another Person’s debt or to perform another Person’s obligation in the case of default; (d) deferred liabilities (contingent or otherwise) of such Company in respect of the deferred purchase price for any asset, business, property or services; (e) liabilities of such Company relating to any unpaid severance in respect of employees or other service providers of such Company terminated prior to the Closing; (f) accrued and unpaid wages and other compensation due to employees of such Company (including any deferred compensation obligations); (g) amounts owed by such Company to any Insider or Affiliate of such Company; (h) declared and unpaid dividends and distributions of such Company; (i) any unfunded or withdrawal obligation or liability under any Company Employee Benefit Plan; (j) factoring or discounting of receivables of such Company; (k) any performance bonds, letters of credit or sureties; (l) the employer’s share of any employment, payroll, social security or other Taxes incurred as a result of any compensatory payments made in connection with the transactions contemplated by this Agreement; and (m) all unpaid Indemnified Taxes.

“Indebtedness for Borrowed Money” means, without duplication, the aggregate dollar amount of: (a) indebtedness of a Company for borrowed money, including the principal amount thereof and all fees and interest accrued thereon; (b) liabilities of a Company for overdrafts; (c) liabilities of a Company evidenced by any note, bond, debenture or other debt security, including all fees and interest accrued thereon; and (d) liabilities of a Company secured by a lien on, or similar right or interest in, any assets of a Company; and, in each case, any prepayment, breakage, make-whole or similar penalties or charges payable in connection with the discharge of any of the foregoing at the Closing.

“Indemnified Taxes” means (a) all Taxes (or the non-payment thereof) of any Company or relating to the business of any Company for all Pre-Closing Tax Periods (and any portion thereof), which shall not be less than \$0 for any jurisdiction or in the aggregate, including (i) any employment, payroll, social security or other similar Taxes that any Company has elected to defer pursuant to the CARES Act or the Payroll Tax Executive Order and (ii) any costs and expenses of preparing, filing or defending any Tax Return for a Pre-Closing Tax Period (including such costs and expenses of any Tax Return allocable to the portion of any Straddle Period ending on the Closing Date), (b) all Taxes of any Seller for any taxable period (or portion thereof), (c) all Taxes of any member of an affiliated, consolidated, combined or unitary group for which any Company or any predecessor is liable by reason of having been a member of such group at or prior to the Closing, including pursuant to Treasury Regulation Section 1.1502-6 or any analogous or similar provision of state, local, non-U.S. or other applicable Law, (d) any and all Taxes of any Person (other than a Company) imposed on Buyer, any Affiliate of Buyer or any Company as a transferee or successor, by Contract or pursuant to any Law, in each case which Taxes relate to an event or transaction occurring on or prior to the Closing Date, (e) without limiting any of the foregoing, all Taxes relating to or arising from any denial or redetermination of, or Proceeding involving, any employee retention credit (or similar Tax credits) claimed or received by any Company on or prior to the Closing Date, (f) without limiting any of the foregoing, the amount of any imputed underpayment (as described in Section 6225 of the Code) imposed on or with respect to any Company (or any other income tax assessment imposed on any Company under any similar provision of state or local Law) to the extent related to any Pre-Closing Tax Period, (g) any Transfer Taxes (or portion thereof) paid by or on behalf of Buyer but required to be paid by Sellers pursuant to this Agreement and (h) any Losses incurred by any Buyer Persons as a result of a breach by any Seller or Representative of the covenants contained in Section 7.4.

“Initial Cash Purchase Price” means an aggregate amount equal to (a) the Base Cash Purchase Price, minus (b) the Accord Portion of the amount by which Estimated Cash is less than Target Cash, minus (c) the Accord Portion of Estimated Indebtedness (other than Assumed Indebtedness), minus (d) the Accord Portion of Estimated Transaction Expenses.

“Initial Purchase Price” means the Initial Cash Purchase Price plus the Initial Rollover Amount.

“Initial Rollover Amount” means an aggregate amount equal to (a) \$6,000,000, minus (b) each Non-Accord Seller’s Pro Rata Portion of the amount by which Estimated Cash is less than Target Cash, minus (c) each Non-Accord Seller’s Pro Rata Portion of Estimated Indebtedness (other than Assumed Indebtedness), minus (d) each Non-Accord Seller’s Pro Rata Portion of Estimated Transaction Expenses.

“Insider” means an officer, director, manager, equityholder (including any Seller), employee or Affiliate of a Company or any natural person related by marriage, blood or adoption to any such natural person or any Affiliate of such natural persons.

“Intellectual Property” means all right, title, and interest in and to the following worldwide: (a) patents, patent disclosures and inventions and all improvements thereto (whether or not patentable or reduced to practice), and any reissue, continuation, continuation-in-part, revision, divisional, extension or reexamination thereof; (b) trademarks, service marks, domain names, trade dress, trade names, corporate names, logos, slogans and other indicia of origin and all goodwill associated therewith; (c) copyrights and other rights in works of authorship (whether copyrightable or not) and computer software codes and databases; (d) registrations, applications for registration, renewals and extensions of any of the foregoing; (e) trade secrets, know-how, technologies, databases, business processes and methods, algorithms, proprietary designs, specifications and Confidential Information; (f) Internet Resources; and (g) moral rights and rights of privacy and publicity.

“Intellectual Property Registrations” means, collectively, Intellectual Property owned by a Company that is subject to any issuance, registration, or application by or with any Governmental Authority or authorized private registrar in any jurisdiction.

“Internet Resources” means all domain names, electronic addresses, uniform resource locators, Internet blogs, social media accounts and similar online resources.

“Knowledge of Sellers” and any similar phrase means the actual knowledge of Matthew Helderman, Luke Taylor, Don McGreal or Simon Hitzig, in each case, after reasonable inquiry.

“Law” means any law, Order, writ, injunction, decree, ordinance, treaty, statute, act, rule, code, constitution, directive or regulation of a Governmental Authority and the common law.

“Leased Real Property” means all leasehold or subleasehold estates and other similar rights to use or occupy any land, buildings, structures, improvements, fixtures or other interest in real property held by a Company or used in the Business.

“Leases” means all leases, subleases, licenses, concessions and other agreements pursuant to which a Company holds any Leased Real Property, including all amendments, extensions, renewals, guaranties and other agreements with respect thereto.

“Lien” means (i) any lien, encumbrance, claim, security interest, mortgage, pledge, restriction, easement, servitude, covenant or option, (ii) any claim based on any theory that Buyer is a successor, transferee or a continuation of a Company or the Business and (iii) any leasehold interest, license or other right in favor of a third party or a Company to use any portion of the Leased Real Property.

“Loss” means any loss, liability, damage, judgment, fine, penalty, deficiency, Tax, claim, demand (in each case, whether or not arising out of a third party claim), including any loss of benefit (including any Tax benefit) and the reasonable fees, costs and expenses of attorneys, accountants, consultants,

investigators, experts and other professionals and any other amounts paid in respect of the investigation, defense, assertion or settlement of any claim or the enforcement of any rights under this Agreement, including the reasonable fees, costs and expenses incurred in respect of any Proceeding.

“Material Adverse Effect” means any change, event, occurrence, state of facts or effect that is, or would reasonably likely be, materially adverse to the Business, operations, Purchased Interest, financial condition, operating results or prospects of a Company, taken as a whole; provided, however, that “Material Adverse Effect” shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) changes in general economic or political conditions; (ii) conditions generally affecting the industries in which the Business operates; (iii) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any changes in applicable Laws or accounting rules (including GAAP) or the enforcement, implementation or interpretation thereof; (vi) the announcement of the transactions contemplated by this Agreement in accordance with the terms hereof to the extent resulting solely from the identity of Buyer; (vii) any natural or man-made disaster or acts of God; (viii) any epidemics, pandemics, disease outbreaks, or other public health emergencies; or (ix) any failure in and of itself by the Business to meet any internal or published projections, forecasts or revenue or earnings predictions (but not, for the avoidance of doubt, the underlying causes of any such failure); provided that with respect to any matter described in any of the foregoing clauses (i), (ii), (iii), (iv), (v), (vii) and (viii), to the extent that such matter has a disproportionate adverse effect on the Business, operations, Purchased Interest, financial condition, operating results or prospects of a Company, taken as a whole, relative to other comparable entities operating in the industries in which the Business operates, such matter shall not be excluded.

“Non-Accord Sellers” means each Seller other than Accord.

“Non-Fundamental Representations” means each of the representations and warranties set forth in Article III and Article IV other than the Fundamental Representations.

“Order” means any order, judgment, ruling, award, decree, writ, injunction, ordinance, regulation settlement or similar act of any court of competent jurisdiction or other Governmental Authority or arbitrator.

“PCI-DSS” means the Payment Card Industry Data Security Standard developed and maintained by the Payment Card Industry Security Standards Council related to the storing, processing, transmitting, or communicating of transaction data or credit card data.

“Permits” means all licenses, permits, certificates, certifications, accreditations, qualifications, authorizations, approvals, registrations, orders, consents, waivers, clearances and similar privileges or rights.

“Permitted Liens” means those Liens set forth on Schedule 1.1(g).

“Person” means any natural person, sole proprietorship, partnership, joint venture, trust, unincorporated association, corporation, limited liability company or other legal entity or Governmental Authority.

“Personal Data” means any information that, alone or in combination with any other information, identifies or could reasonably be used to identify, locate, or contact a natural Person, including name, street address, telephone number, email address, photograph, identification number issued by a Governmental

Authority, credit card number, bank information, customer or account number, online identifier, device identifier, IP address, browsing history, search history, or other website, application, or online activity or usage data, location data, biometric data, medical or health information, or any other information that is considered “personally identifiable information,” “personal information,” or “personal data” under applicable Law, and all data associated with any of the foregoing that are or could reasonably be used to develop a profile or record of the activities of a natural Person across multiple websites or online services, to predict or infer the preferences, interests, or other characteristics of a natural Person, or to target advertisements or other content to a natural Person.

“Post-Closing Tax Period” means (a) any taxable period of any Company that begins after the Closing Date and (b) the portion of any Straddle Period beginning on the day after the Closing Date.

“Pre-Closing Tax Period” means (a) any taxable period (or portion thereof) ending on or before the Closing Date and (b) the portion through the end of the Closing Date for any Straddle Period.

“Pro Rata Portion” means the pro rata allocation for the Sellers set forth on Annex I.

“Proceeding” means any (x) action, suit, claim, demand, complaint, charge, hearing, investigation, protest, appeal, audit, inquiry or other proceeding of any nature (whether civil, criminal, administrative, judicial or investigative, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or (y) any arbitration or mediation.

“Purchased Interests” has the meaning set forth in Section 2.1.

“Push-Out Election” has the meaning set forth in Section 7.4(d).

“Reference Date” means January 1, 2022.

“Required Consents” means each of the consents set forth on Schedule 1.1(f).

“Restricted Party” means Matthew Helderman, Luke Taylor, Accord and Simon Hitzig.

“Restricted Period” means, (i) in respect of each of Matthew Helderman and Luke Taylor, the period commencing on the Closing Date and ending on the fifth anniversary of the Closing Date, and (ii) in respect of each other Restricted Party, the period commencing on the Closing Date and ending on the third anniversary of the Closing Date.

“Seller Persons” means each Seller and its Affiliates and each of their respective direct and indirect equityholders, members, Agents, successors, beneficiaries and assigns.

“Target Cash” means \$600,000.

“Tax” means any federal, state, local, possession or non-United States income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs, duties, capital gain, capital stock, franchise, profits, withholding, escheat, abandoned or unclaimed property, employees’ income withholding, social security (or similar), unemployment, disability, real property, personal property, occupancy, sales, use, transfer, goods and services, value added, alternative or add-on minimum, financial transaction, registration, ad valorem, estimated or other tax, tariff, governmental fee, assessment or charge of any kind whatsoever (however denominated), including any interest, penalties or additions to Tax or additional amounts with respect to the foregoing, in each case, that is, or could be, imposed, assessed or collected by or under the authority of

any Governmental Authority, whether disputed or not, and including any obligations to indemnify or otherwise assume or succeed to the Tax liability of any other Person.

“Tax Returns” means any returns, declarations, reports, statements, elections, estimates, claims for refund, information returns or other documents (including any related or supporting schedules, statements or information, any amendment to the foregoing and any sales and use and resale certificates) filed or required to be filed in connection with the determination, assessment, payment, deposit or collection of any Taxes of any Person or the administration of any Laws relating to any Taxes.

“Transaction Expenses” means (a) to the extent unpaid as of the Closing and paid by or on behalf of the Companies post-Closing, the fees, costs and expenses of legal counsel, investment bankers and any other brokers, accountants and other professional advisors or service providers incurred by or on behalf of a Company or any Seller in connection with or related to the sale process, the negotiation of this Agreement and the other agreements contemplated hereby, the performance of each such Party’s obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby, in each case whenever due and payable; (b) the aggregate amount of any change in control, success, transaction or other similar bonuses or payments and any retention or severance obligations, in each case, that are payable by, or are otherwise liabilities of, a Company arising from or that may be triggered by the transactions contemplated by this Agreement (including the employer portion of any employment, payroll, social security, unemployment, withholding or other similar Taxes related thereto), in each case, excluding any bonuses, payments, retention or severance obligations agreed to with Buyer; and (c) Buyer’s reasonable, documented, out-of-pocket legal fees incurred in connection with the negotiation and execution of this Agreement and the other Ancillary Agreements, in an amount not to exceed \$109,678.28.

“Treasury Regulations” means the United States Treasury Regulations promulgated under the Code, and any reference to any particular Treasury Regulation section shall be interpreted to include any final or temporary revision of or successor to that section regardless of how numbered or classified.

ARTICLE II

PURCHASE AND SALE OF COMPANY INTERESTS

Section 2.1 Purchase and Sale of Company Interests. Subject to the terms and conditions of this Agreement:

(a) At the Closing, Buyer hereby purchases from Accord, and Accord hereby sells, conveys, assigns, transfers and delivers to Buyer, the Purchased Interests, free and clear of all Liens (other than restrictions on transfer arising under applicable securities Laws).

(b) At the Closing and immediately after the transactions contemplated by Section 2.1(a), Buyer hereby purchases from each Seller, and each Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, such Seller’s Rollover Interests, free and clear of all Liens (other than restrictions on transfer arising under applicable securities Laws).

Section 2.2 Purchase Price.

(a) The aggregate consideration for the Purchased Interests is the Initial Cash Purchase Price. The Initial Cash Purchase Price is subject to adjustment after the Closing pursuant to Section 2.4.

(b) The aggregate consideration for the Rollover Interests is the Buyer Units having an aggregate value equal to the Initial Rollover Amount. The Initial Rollover Amount is subject to adjustment after the Closing pursuant to Section 2.4.

Section 2.3 Estimated Closing Statement; Closing Balance Sheet. Attached hereto as Exhibit A is (a) a statement (the “Estimated Closing Statement”) setting forth Representative’s good faith estimate of the following items: (i) Cash (“Estimated Cash”); (ii) Indebtedness (“Estimated Indebtedness”); (iii) Transaction Expenses (“Estimated Transaction Expenses”); and (iv) the resulting calculation of the Initial Cash Purchase Price and the Initial Rollover Amount and the allocation of the foregoing among the Sellers; and (b) the unaudited balance sheet of each Company as of 11:59 p.m. Pacific Time on the day before the Closing Date (the “Closing Balance Sheets”).

Section 2.4 Post-Closing Adjustment.

(a) Within 120 days after the Closing Date, Buyer will deliver to Representative a statement (“Closing Statement”) setting forth Buyer’s calculation of the following items (each, a “Closing Item”): (i) Cash (as finally determined pursuant to this Section 2.4, “Final Cash”); (ii) Indebtedness (as finally determined pursuant to this Section 2.4, “Final Indebtedness”); (iii) Transaction Expenses (as finally determined pursuant to this Section 2.4, “Final Transaction Expenses”); and (iv) the resulting calculation of the Final Cash Purchase Price and the Final Rollover Amount.

(b) Representative shall have 30 days from receipt of the Closing Statement to dispute in writing any Closing Item, after which time any undisputed Closing Items shall be final, conclusive and binding on the Parties. If Representative disputes any Closing Item within such 30-day period, Buyer and Representative shall reasonably attempt to resolve their differences in respect thereof. If Buyer and Representative are unable to resolve any such disputes within 30 days after Representative disputes such Closing Item, then either Buyer or Representative may elect to have an independent accounting firm of national reputation reasonably satisfactory to Buyer and Representative (the “Accounting Firm”) resolve (as an expert and not an arbitrator) any Closing Items that remain in dispute, in which event Buyer and Representative will instruct the Accounting Firm to deliver a written statement setting forth its determination of any disputed Closing Items, which statement shall be final, conclusive and binding on the Parties, absent manifest error. In making such determination, the Accounting Firm shall consider only those calculations, items or amounts in the Closing Statement as to which Representative has disputed in writing in accordance with the terms hereof (which have not been subsequently resolved in writing by Representative and Buyer), and the Accounting Firm’s calculation of both individual line items and the Final Purchase Price must be within the range of values assigned to each such item in the Closing Statement delivered by Buyer and the notice of disagreement delivered by Representative, respectively. Representative and Buyer shall instruct the Accounting Firm to deliver to Representative and Buyer as promptly as practicable (but in any case no later than 45 days from the date of engagement of the Accounting Firm), a written report setting forth such calculations. All submissions by Representative or Buyer to the Accounting Firm will be in writing and will be delivered by the Accounting Firm substantially concurrently to the other Party, and there will be no *ex parte* communication with the Accounting Firm. The fees and expenses of the Accounting Firm will be borne in the same proportion as the aggregate dollar amount of the unresolved matters that are submitted to the Accounting Firm pursuant to this Section 2.4(b) that are unsuccessfully disputed by each Party (as finally determined by the Accounting Firm) bears to the aggregate dollar amount of all of the unresolved matters that are submitted to the Accounting Firm. For example, if Representative challenges the calculation of a Closing Item by an amount of \$100,000, and the Accounting Firm adjusts such amount in favor of Representative by \$40,000, then Buyer will bear 40% of the fees and expenses of the Accounting Firm and Representative (on behalf of the Sellers) will bear the other 60% of such fees and expenses.

(c) If the Final Purchase Price is less than the Initial Purchase Price (the “Shortfall Amount”), then (i) Accord shall pay the Accord Portion of such Shortfall Amount in cash and (ii) each Non-Accord Seller shall pay its Pro Rata Portion of such Shortfall Amount in cash or, at such Non-Accord

Seller's election, by forfeiture of a number of Buyer Units equal to the quotient of such Non-Accord Seller's Pro Rata Portion of the Shortfall Amount divided by the Forfeiture Price.

(d) Any payments made by Buyer or any Seller pursuant to this Section 2.4 shall be made within three business days following the final determination of the Final Purchase Price by wire transfer of immediately available funds to the accounts designated in the Funds Flow or otherwise designated in writing by the recipients of such payments (or, in the case of a Non-Accord Seller, by the forfeiture of Buyer Units in accordance with Section 2.4(c)).

Section 2.5 Closing Transactions.

(a) Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place by exchange of closing deliveries by email and release of signatures by conference call on the date hereof (the "Closing Date"). The Closing shall be deemed effective for accounting and other computational purposes as of 12:01 a.m. Pacific Time on the Closing Date.

(b) Payments and Deliveries by Buyer. At the Closing:

(i) Buyer shall pay to Accord the Initial Cash Purchase Price;

(ii) Buyer shall issue the Buyer Units to the Sellers in the amounts set forth on Annex I;

(iii) [Intentionally Omitted];

(iv) Buyer shall pay to the applicable payees set forth on Schedule 2.5(b)(iv) the Transaction Expenses;

(v) Buyer shall deliver to Representative the employment agreements with Matthew Helderman and Luke Taylor, in each case, duly executed by Buyer (the "Employment Agreements");

(vi) Buyer shall deliver: (i) to HBH, that certain Convertible Promissory Note (the "A&R HBH Note"), in form and substance agreed to by Buyer and HBH prior to the date hereof, duly executed by BondIt, BondIt HoldCo, and Buyer, amending and restating that certain Third Amended and Restated Revolving Loan Note, dated as of May 31, 2024, issued by BondIt in favor of HBH, and that certain Amended and Restated Promissory Note, dated as of May 31, 2024, issued by BondIt in favor of HBH; and (ii) to Accord, that certain Convertible Promissory Note (the "A&R Accord Note"), in form and substance agreed to by Buyer and Accord prior to the date hereof, duly executed by BondIt, BondIt HoldCo, and Buyer, amending and restating that certain Term Loan Note, dated as of May 27, 2021, issued by BondIt in favor of Accord Financial Ltd., an Ontario corporation;

(vii) Buyer shall pay, or immediately following the Closing cause BondIt to pay, to HBH \$650,000, constituting the Term Note Partial Payoff (as defined in the A&R HBH Note); and

(viii) Buyer shall deliver to HBH (in satisfaction of the Loan Participation Exchange, as defined in the A&R HBH Note): (i) that certain Participation Agreement, concerning *Rust*, in form and substance agreed to by Buyer and HBH prior to the date hereof, duly executed by BondIt; (ii) that certain Participation Agreement, concerning

Alarum and *Epiphany*, in form and substance agreed to by Buyer and HBH prior to the date hereof, duly executed by BondIt; and (iii) that certain Participation Agreement, concerning *Hurricanna*, in form and substance agreed to by Buyer and HBH prior to the date hereof, duly executed by BondIt ((i)-(iii), collectively, the “HBH Participation Agreements”).

The payments to be made by Buyer pursuant to this Section 2.5(b) shall be made to the accounts designated in writing by the applicable payees, as memorialized in the funds flow mutually agreed to by the Parties prior to the Closing (the “Funds Flow”). Buyer shall not be responsible for the allocation of any amounts paid in accordance with the Funds Flow (including any allocation of the Initial Purchase Price, Final Purchase Price or Buyer Units between or among the Sellers or any other Persons).

Buyer: (c) Deliveries by Representative. At the Closing, Representative shall deliver to

(i) (A) payoff letters (including wire transfer instructions for each payee) with respect to the items of Indebtedness for Borrowed Money set forth on Schedule 2.5(c)(i) (the “Payoff Letters”) and (B) such releases as are reasonably required to evidence (1) the satisfaction in full of all such Indebtedness for Borrowed Money and the release of all related Liens and (2) the release of all other Liens encumbering any assets of the Companies, other than Permitted Liens;

(ii) counterparts to the Employment Agreements, duly executed by Matthew Helderman and Luke Taylor;

(iii) counterparts to the Buyer LLC Agreement, duly executed by each Seller;

(iv) all Required Consents;

(v) with respect to each Seller that is not an individual, certified resolutions of the governing body of each Seller authorizing the transactions contemplated by this Agreement and each Ancillary Agreement to which such Seller is a party;

(vi) (A) certified copies of the governing documents of the Company and (B) a certified copy of the written resolutions duly adopted by the board or other comparable governing body of BondIt HoldCo approving this Agreement, each Ancillary Agreement to which BondIt HoldCo is a party, the transactions contemplated hereby and thereby and the performance by BondIt HoldCo of its obligations hereunder and thereunder;

(vii) properly completed and executed IRS Form W-9 from each Seller certifying that such Seller is not subject to back-up withholding;

(viii) an executed Instrument of Transfer, in the form attached hereto as Exhibit B, with respect to the Company Interests being sold by each Seller, duly executed by such Seller; and

(ix) counterparts to the A&R HBH Note (duly executed by HBH), A&R Accord Note (duly executed by Accord Financial Ltd., an Ontario corporation), and HBH Participation Agreements (duly executed by HBH).

Section 2.6 Tax Withholding. Notwithstanding anything in this Agreement to the contrary, Buyer shall be entitled to deduct and withhold from any amounts payable pursuant to this Agreement such

amounts as it is required to deduct and withhold with respect to the making of such payment under the Code and the rules and regulations promulgated thereunder, or any Law. To the extent that amounts are so deducted or withheld by Buyer, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the recipient in respect of which such deduction and withholding was made by Buyer; provided, that, to the extent that Sellers provide valid IRS Forms W-9, Buyer shall (a) provide advance written notice to Sellers of any such withholding and (b) use commercially reasonable efforts to cooperate in good faith with any request from Sellers so that Sellers can establish in accordance with applicable Law any entitlement to a reduction in or relief from any such withholding that otherwise would be required.

ARTICLE III

REPRESENTATIONS AND WARRANTIES REGARDING THE COMPANIES

As a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated hereby, each Seller, severally but not jointly, hereby represents and warrants to Buyer that the following representations and warranties regarding the Companies are true and correct as of the Closing.

Section 3.1 Organization; Qualification; Authorization.

(a) Each Company is a limited liability company, and is duly formed, validly existing and in good standing under the Laws of California. Buyer has received true and correct copies of the Governing Documents of each Company. No Company is in default under, and such Company has not violated, any provision of its Governing Documents. Each Company is qualified to do business as a foreign entity in every jurisdiction in which the character of its properties or the nature of its activities require it to be so qualified, each of which is set forth on Schedule 3.1(a). Each Company has the limited liability company power and authority required to own, lease and operate its assets and to carry on its business as now being conducted.

Section 3.2 Capitalization; Subsidiaries.

(a) Schedule 3.2(a) sets forth the names of the record owners of the Company Interests. Other than BondIt HoldCo's ownership of 100% of the equity interests of BondIt, no Person other than as set forth on Schedule 3.2(a) owns any equity interests of any Company, nor are there any rights, agreements, arrangements or commitments with respect to any equity interests of any Company other than as set forth in the Governing Documents. The Company Interests comprise all of the issued and outstanding equity interests of BondIt HoldCo. The Company Interests were duly authorized and approved and issued in compliance with applicable Law and the Governing Documents of BondIt HoldCo and are not subject to any preemptive rights, rights of first refusal or restrictions on transfer except as set forth in such Governing Documents.

(b) There are no outstanding or authorized options, warrants, restricted stock units, Contracts, calls, puts, rights to subscribe, conversion rights or other similar rights providing for the issuance, disposition or acquisition of the Company Interests or any outstanding or authorized equity appreciation, phantom equity, profits participation or similar equity or equity-based rights with respect to any Company. Except for the Governing Documents of each Company, there are no Contracts with respect to the voting, control or disposition of the equity securities of such Company. Neither Company is subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any Company Interests. No former direct or indirect holder of any equity interests of either Company has made a claim against such Company that remains unresolved or in respect of which such Company has or may have any liability and, to the Knowledge of the Sellers, no such claim is threatened.

(c) No Company owns, directly or indirectly, any equity interests in any other Person, nor does any Company have any rights, agreements, arrangements or commitments with respect to any equity interests in any other Person, in each case, other than BondIt HoldCo's ownership of BondIt.

(d) BondIt HoldCo is the record owner of 100% of the issued and outstanding equity interests in BondIt.

Section 3.3 Financial Statements.

(a) Attached as Schedule 3.3(a)(i) are true, correct and complete copies of the following financial statements (collectively, the "Financial Statements"): (i) the unaudited consolidated BondIt balance sheet of the Companies as of December 31, 2023, December 31, 2024 and December 31, 2025 (with the December 31, 2025 balance sheet being the "Latest Balance Sheet" and, the date thereof, the "Latest Balance Sheet Date"), and the related unaudited consolidated BondIt statements of operations for each of the twelve-month periods then ended, and (ii) the audited consolidating balance sheet of Accord Financial, Inc. and Subsidiaries as of December 31, 2024 and December 31, 2023 and the related audited consolidating statements of operations for each of the twelve-month periods then ended (the "Audited Financials"). Each Financial Statement: (A) was prepared in accordance with GAAP, subject to, (1) in the case of the Audited Financials, the GAAP conformance disclosures set forth in the notes thereto, and (2) in the case of the Financial Statements (other than the Audited Financials), (x) the absence of footnote disclosures and (y) changes resulting from normal year end adjustments for recurring items (none of which would, alone or in the aggregate, be material), (B) was prepared based on and is consistent with the books and records of such Company (which, in turn, are true, accurate and complete) and (C) presents fairly in all material respects the financial condition of such Company as of the respective dates thereof and the operating results of such Company for the periods covered thereby.

(b) Each Company has established and adhered to a system of internal accounting controls which are designed to provide assurance regarding the reliability of financial reporting. There has not been (i) any significant deficiency or weakness in the system of internal accounting controls used by any Company, (ii) any fraud with respect to, or relating to the preparation of, the Financial Statements by any employees of any Company, (iii) any wrongdoing with respect to, or relating to the preparation of, the Financial Statements by any employee of any Company who has or had a role in the preparation of the Financial Statements or the internal accounting controls used by any Company or (iv) any claim or allegation regarding any of the foregoing.

Section 3.4 Absence of Undisclosed Liabilities. Except as set forth on Schedule 3.4, no Company has any material liabilities (contingent or otherwise) and there is no existing condition, fact or set of circumstances that could reasonably be expected to result in any material liabilities (contingent or otherwise), except for: (i) liabilities reflected and adequately reserved for on the face of such Company's Latest Balance Sheet; and (ii) liabilities of the type set forth on the face of such Company's Latest Balance Sheet which have arisen after the Latest Balance Sheet Date in the ordinary course of business (none of which is a liability for breach of Contract or violation of Law or involves a tort, misappropriation, infringement, claim, lawsuit, warranty or environmental, health or safety matter).

Section 3.5 Absence of Developments.

(a) Since December 31, 2023, there has not been any Material Adverse Effect. Since the Latest Balance Sheet Date, except as set forth on Schedule 3.5(a), the Companies have operated the Business in the ordinary course of business and have preserved intact their current business organization, maintained their material rights and owned material Intellectual Property, kept available the services of

their respective officers, employees and other service providers and preserved their relationships with their respective customers, suppliers and others having business dealings with each such Company.

(b) Except as set forth on Schedule 3.5(b), since the Latest Balance Sheet Date, no Company has:

(i) granted, issued, sold, transferred or otherwise taken any action (including any recapitalization, reclassification, other change in capitalization or the declaration or payment of any dividends, other than dividends and distributions of cash in accordance with such Company's Governing Documents) in respect of its equity interests;

(ii) amended its Governing Documents;

(iii) incurred or guaranteed any Indebtedness for Borrowed Money other than in the ordinary course of business or pursuant to Company's existing credit facilities (or the refinancing of the Company's existing credit facilities occurring on or about the Closing Date) or made any loans or advances to any other Person (other than in the ordinary course of business);

(iv) acquired all or substantially all of the properties, assets or equity interests of another Person;

(v) sold, leased or licensed any of its properties or assets, other than in the ordinary course of business;

(vi) established, adopted, terminated, modified or amended any Company Employee Benefit Plan or any plan or arrangement that would be a Company Employee Benefit Plan if in effect on the date hereof, in each case, other than in the ordinary course of business;

(vii) (x) materially increased or decreased, granted, or taken any action to accelerate the vesting, funding or payment of, compensation or benefits of any current or former employee or individual service provider or (y) hired, engaged, terminated (other than for cause), furloughed or temporarily laid off any employee or individual service provider;

(viii) entered into or modified the terms of any collective bargaining or other agreement with any union or labor organization (each, a "Labor Agreement");

(ix) waived or released any noncompetition, nonsolicitation or other restrictive covenant obligation of any current or former employee or independent contractor;

(x) made or changed any Tax election, settled or compromised any Tax claim or assessment, filed any amended Tax Return, failed to pay any Tax when due and payable, entered into any closing agreement related to Taxes, surrendered any right to claim a Tax refund, offset or other reduction in Tax liability, prepared any Tax Returns in a manner inconsistent with past practice, filed any amended Tax Return, consented to any extension or waiver of any Tax statute of limitations period, incurred any liability for Taxes outside the ordinary course of business, adopted or changed any Tax or accounting method or taken any other similar action relating to the filing of any Tax Return or the payment of any Tax;

- (xi) instituted or settled any Proceeding;
- (xii) terminated or materially modified any Contract that is or would be a Material Contract if still in effect;
- (xiii) failed to renew any insurance coverage;
- (xiv) taken or failed to take any action that could reasonably be expected to result in the loss, expiration, lapse, abandonment, invalidity or unenforceability of any material Intellectual Property;
- (xv) sold, assigned, transferred, licensed or otherwise disposed of any Intellectual Property, other than Lien releases in connection with the repayment of loans in the ordinary course of business;
- (xvi) imposed any Lien upon such Company's assets;
- (xvii) incurred any loss or damage in excess of \$100,000 (whether or not covered by insurance);
- (xviii) implemented or announced any employee layoffs, plant closings, reductions in force, furloughs, temporary layoffs, salary or wage reductions, work schedule changes or other such actions, in each case, that could implicate the WARN Act;
- (xix) (A) accelerated the receipt of accounts receivable or engaged in any other activity with customers that has or would reasonably be expected to have the effect of accelerating to pre-Closing periods accounts receivable that would otherwise be expected to be collected in post-Closing periods, (B) conducted its cash management practices other than in the ordinary course of business (including with respect to collection of accounts receivable, payment of accounts payable and accrued expenses, pricing and credit practices and operation of cash management practices generally); or
- (xx) committed to any of the foregoing.

Section 3.6 Real Property.

- (a) The Companies do not own, nor have they ever owned, any real property, nor is any Company party to any agreement or option to purchase any real property or interest therein.
- (b) Schedule 3.6(b) sets forth the address of each Leased Real Property and a true and complete list of all Leases. Sellers have delivered to Buyer a true and complete copy of each such Lease. Except as disclosed on Schedule 3.6(b), with respect to each Lease: (i) no Company has subleased, assigned, licensed or otherwise granted any security interest in or right to use or occupy the Leased Real Property under any Lease or any portion thereof; (ii) such Lease is legal, valid, binding, enforceable and in full force and effect; (iii) the possession and quiet enjoyment by the applicable Company of the Leased Real Property under such Lease has not been disturbed and there are no disputes with respect to such Lease; (iv) no party to such Lease is in breach or default under such Lease and no event has occurred or circumstance exists which, with the delivery of notice, the passage of time or both, would constitute such a breach or default, or permit the termination, modification or acceleration of rent under such Lease; (v) no Company owes any brokerage commissions or finder's fees with respect to such Lease; (vi) there are no Liens on the estate or interest created by such Lease; (vii) such Leased Real Property, including, without limitation, building

systems, is in good condition and repair subject to normal wear and tear and sufficient for the operation of the business conducted therein and there are no structural deficiencies or latent defects affecting such Leased Real Property; (viii) such Leased Real Property is free from deferred maintenance or repairs; (ix) all work to be performed by the landlord under any such Lease has been completed, to the applicable Company's satisfaction; (x) there are no pending insurance claims or unrepaired casualty damage affecting such Leased Real Property; (xi) there are no pending or, to the Knowledge of Sellers, threatened condemnation, eminent domain or similar Proceedings affecting such Leased Real Property; and (xii) excluding any income taxes applicable to any Company, no Company has received any notice for a reassessment of any real estate taxes or a revaluation of the Leased Real Property for tax purposes and no Company is currently contesting real estate taxes or seeking a revaluation of the Leased Real Property for tax purposes.

Section 3.7 Assets.

(a) Each Company owns or has a valid license, right to use or leasehold interest in all properties and assets of such Company, tangible or intangible, used in or necessary for the conduct of the Business and to produce the operating results depicted in the Financial Statements, free and clear of all Liens other than Permitted Liens. The assets owned, licensed or leased by each Company constitute all of the material assets (real or personal), properties, licenses, rights and agreements used in the conduct of such Company's business as conducted on the date hereof, and include all the assets, properties, licenses, rights and agreements reasonably necessary to conduct such Company's business immediately following the Closing in substantially the same manner as it is conducted as of the date hereof.

(b) The tangible personal property of each Company is in good operating condition and repair (subject to normal wear and tear), has been installed and maintained in accordance with Law, is adequate for the uses to which they are being put and none of such tangible personal property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost.

Section 3.8 Tax Matters.

(a) Each Company has timely filed (taking into account any valid extensions) all Tax Returns that are required to be filed by such Company pursuant to applicable Laws and all such Tax Returns are true, complete and accurate in all material respects and have been prepared and filed in compliance with all applicable Laws. All Taxes payable by or with respect to each Company and all Taxes payable with respect to the Business (whether or not shown on any Tax Return) have been timely paid in full. No Company is currently the beneficiary of any extension of time within which to file any Tax Return with respect to the Business. Each Company has withheld and paid all Taxes required to have been withheld and paid by it, including in connection with amounts paid or owing to any employee, independent contractor, creditor, equityholder or other third party, and all Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed. Each Company has complied with all applicable sales and use Tax obligations, including obtaining and maintaining adequate documentation in support of any claimed exemptions from any such Taxes. Each Company has disclosed on its Tax Returns any Tax reporting position taken in any Tax Return that could result in the imposition of penalties under Section 6662 of the Code or any corresponding or similar provision of applicable Law with respect to Taxes.

(b) The unpaid Taxes of each Company did not, as of the Latest Balance Sheet Date, exceed the Tax liability (excluding any reserve for deferred Taxes established to reflect timing differences between book and Tax income) accrued on the Latest Balance Sheet of such Company (without regard to any notes thereto) and will not exceed such accrual as adjusted for the passage of time through the Closing Date in accordance with past custom and practice of such Company in filing its Tax Returns.

(c) There is no audit, deficiency, adjustment, dispute claim or other Proceeding concerning any Taxes or Tax Return of any Company or otherwise related to the Business or any Company Interests claimed, threatened or raised by any Governmental Authority in writing.

(d) No Company has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to any Tax assessment or deficiency, in each case, which is still in effect (and no request for such a waiver or extension is pending). To Sellers' Knowledge, no Governmental Authority is likely to assess any additional Taxes relating to or impacting any Company or any of the Company Interests for any period for which any Tax Return of Company or any Seller has been filed. No Tax ruling has been issued to or in respect of any Company, and no Company has applied for any Tax ruling. No power of attorney granted by any Company with respect to any Taxes is currently in force. No Company is pursuing a voluntary disclosure agreement or letter ruling from the IRS (or any comparable ruling from any other taxing authority). No Company has received from any Governmental Authority (including jurisdictions where such Company does not file Tax Returns) any (i) notice indicating an intent to open an audit or other review, (ii) notice of deficiency or proposed adjustment for any amount of Tax proposed, asserted or assessed by any taxing authority against any Company or (iii) request for information related to Tax matters.

(e) No claim has ever been made in a jurisdiction where any Company does not file Tax Returns that such Company is or may be subject to taxation by that jurisdiction in connection with the Business.

(f) No Company is a party to any Tax allocation, sharing or indemnification agreement.

(g) No Seller is a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2.

(h) No Company (or Buyer or any of its Affiliates or regarded taxpayers) will be required to include any item of income in, or exclude any item of deduction from taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) change in method of accounting for a taxable period ending on or before the Closing Date, (ii) use of an improper method of accounting for a taxable period ending on or prior to the Closing Date, (iii) "closing agreement" as described in Code Section 7121 (or any corresponding or similar provision of state, local or non-United States Tax Law) or any other binding written agreement with any Governmental Authority with respect to Taxes executed on or before the Closing Date, (iv) installment sale or open transaction disposition made on or before the Closing Date, or (v) prepaid amount received or deferred revenue accrued on or before the Closing Date.

(i) No Company is or has been a party to any "reportable transaction," as defined in Section 6707A(c)(1) of the Code and Treasury Regulation Section 1.6011-4(b).

(j) Schedule 3.8(i) contains a list of states, territories and jurisdictions (whether foreign or domestic) in which each Company is required to file Tax Returns.

(k) There are no Liens or other encumbrances for Taxes upon any of the assets of any Company or any of the Company Interests nor, to Sellers' Knowledge, is any taxing authority in the process of imposing any Liens or other encumbrances for Taxes on any of the assets of any Company or any of the Company Interests.

(l) None of the assets of any Company is (i) required to be treated as being owned by another person pursuant to the so-called “safe harbor lease” provisions of former Section 168(f)(8) of the Internal Revenue Code of 1954, as amended, (ii) subject to Section 168(g)(1)(A) of the Code, or (iii) subject to a disqualified leaseback or long-term agreement as defined in Section 467 of the Code.

(m) None of the assets of any Company is tax-exempt use property within the meaning of Section 168(h) of the Code.

(n) No Company (i) has agreed to make, nor is any Company required to make, any adjustment under Sections 481(a) or 263A of the Code or any comparable provision of state, local, or foreign Tax Laws by reason of a change in accounting method or otherwise; (ii) has taken any action that could defer a liability for Taxes of such Company from any Pre-Closing Tax Period to any Post-Closing Tax Period; (iii) holds any assets or properties that constitute “Section 197(f)(9) intangibles” within the meaning of Treasury Regulations Section 1.197-2(h)(1)(i); or (v) has been a “partnership representative” (as defined in Code Section 6223(a)) for any Person.

(o) No Company has ever owned an interest in a Flow-Through Entity other than BondIt HoldCo’s ownership interest in BondIt. No Company has ever owned, directly or indirectly, any interest in any corporation, association, joint venture, partnership, limited liability company or other “business entity” within the meaning of Treasury Regulation Section 301.7701-2(a), other than BondIt HoldCo’s ownership interest in BondIt.

(p) No Company is or has been a member of an “affiliated group” as defined in Code Section 1504 (or any analogous combined, consolidated, or unitary group defined under applicable Law) filing a combined, consolidated, or unitary Tax Return. No Company has any liability for the Taxes of any Person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local, or non-U.S. Law), as a transferee or successor, by operation of Law, by Contract or otherwise. No Company is obligated, nor has it agreed, to pay any income Taxes of any of its owners (direct or indirect) (by means of withholding, electing to file composite returns in any jurisdiction or otherwise).

(q) No Company is subject to Tax in any country other than the country in which such Company is incorporated or otherwise organized by virtue of (i) having a permanent establishment or other place of business or (ii) having a source of income in that jurisdiction. No Company has ever been party to or the beneficiary of any Tax exemption, Tax holiday or other Tax reduction Contract or Order.

(r) No Company has (i) elected to apply any provision of the CARES Act or the Payroll Tax Executive Order or (ii) claimed or received any credits under Sections 7001 through 7005 of the FFCRA or Section 2301 of the CARES Act (or, in each case, any successor similar or successor legislation thereto).

(s) BondIt HoldCo is, and has been at all times since its formation, properly classified and treated as a “partnership” (within the meaning of Code Section 761(a) and Section 301.7701-2(a) of the Treasury Regulations) for all U.S. federal, state and local income tax purposes. BondIt HoldCo has not elected the nonapplication of subchapter K under Section 761(a) of the Code. BondIt HoldCo is not classified as a publicly traded partnership within the meaning of Section 7704(b) of the Code (or any corresponding or similar provision of state, local or foreign Law). BondIt HoldCo has not made any election pursuant to Treasury Regulation Section 301.9100-22. BondIt HoldCo has a valid election under Section 754 of the Code in effect for the Tax year of such Company that includes the Closing Date. BondIt is, and has been at all times since May 31, 2024, properly classified and treated as disregarded as separate from BondIt HoldCo (within the meaning of Section 301.7701-3(a) of the Treasury Regulations) for all U.S. federal, state and local income tax purposes.

Section 3.9 Material Contracts.

(a) Schedule 3.9(a) sets forth a true, correct and complete list of each of the following Contracts to which any Company is a party:

(i) employment, independent contractor or consulting Contract (x) providing for base annual compensation in excess of \$100,000 or (y) that restricts the ability of any Company to terminate the employment or services of such employee, independent contractor or consultant at any time and for any reason without penalty or liability, except for liabilities imposed by applicable Law;

(ii) Contract that provides for retention, change in control bonus, severance or other termination payments or benefits;

(iii) Contract relating to Indebtedness or to the mortgaging, pledging or otherwise placing a Lien on any Company's assets or to the guaranty of any obligation for borrowed money;

(iv) letter of credit or similar Contract;

(v) Contract pursuant to which any Company has made any loan, extension of credit or capital contribution to, or other investment in, any Person with a net balance as of December 31, 2025 of \$1,000,000;

(vi) Contract for capital expenditures or the acquisition or construction of fixed assets requiring future payments by any Company in excess of \$100,000;

(vii) Contract for the acquisition from another Person or disposition to another Person of assets or equity interests;

(viii) Contract under which any Company is either a licensee or a licensor of any material Intellectual Property (other than contracts relating to any Company receiving a non-exclusive license under commercially available off-the-shelf software and similar SaaS agreements with a total replacement cost of less than \$50,000);

(ix) Contract under which any Company is a lessor or lessee of any tangible personal property, in each case, involving annual rental payments in excess of \$100,000;

(x) (A) Contract with any independent sales representative or (B) partnership, joint marketing, strategic alliance, reseller, distributor, collaboration, joint venture or similar Contract;

(xi) Contract restricting any Company from freely engaging in business anywhere in the world or otherwise restricting competition or the use, disclosure or enforcement of any material owned Intellectual Property;

(xii) Contract which contains any minimum volume requirement, most-favored nations provision or guaranteed pricing;

(xiii) Contract which provides for exclusivity in favor of any third Person;

(xiv) Contract restricting any Company from soliciting customers, suppliers or other business relations, or soliciting or hiring employees, of any other Person;

(xv) Contract involving the settlement of any Proceeding or threatened Proceeding with ongoing obligations of any Company;

(xvi) Contract providing for the development of material Intellectual Property (A) for the benefit any Company or (B) by any Company for the benefit of a third party and which assigns ownership of all or any portion of such developments or any other Intellectual Property by any Company to such third party, except in each case, Contracts with customers and vendors entered into in the ordinary course of business;

(xvii) active loan participation or similar Contract with a right to receive an individual participation, in each case, with a balance in excess of \$100,000 as of December 31, 2025;

(xviii) Contract under which any Company makes or receives annual payments in excess of \$150,000.

(b) Except as set forth on Schedule 3.9(b), (i) no Material Contract has been breached in any material respect by any Company or, to the Knowledge of Sellers, any other party thereto and there has been no event which, upon giving of notice or lapse of time or both, would constitute such a breach or default; (ii) each Company has performed all obligations required to be performed by such Company under each Material Contract; (iii) each Material Contract is legal, valid, binding and enforceable against each Company party thereto and, to the Knowledge of Sellers, against each other party thereto, and is in full force and effect, and will continue to be in full force and effect and legally and validly binding and enforceable against, each other party thereto following the consummation of the transactions contemplated hereby; and (iv) there have been no material disputes under any Material Contract in the last 12 months. For purposes of this Agreement, “Material Contract” means each Contract listed or required to be listed on Schedule 3.9(a). Sellers have made available to Buyer a true and correct copy of all Material Contracts (and a true and correct written description of all oral Material Contracts), together with all amendments, exhibits, attachments and waivers thereto.

Section 3.10 Intellectual Property.

(a) Each Company owns and possesses all right, title and interest in, to and under, or has a valid and enforceable right to use, all Intellectual Property of such Company necessary for the conduct of the Business as currently conducted (the “Business Intellectual Property”), free and clear of all Liens, except for non-exclusive licenses of Intellectual Property granted to customers in the ordinary course of business.

(b) Schedule 3.10(b) sets forth a complete and correct list of all of the Intellectual Property Registrations. All Intellectual Property Registrations are subsisting, valid and, to the Knowledge of Sellers, enforceable, and no expiration, cancellation, abandonment or other loss of any material owned Intellectual Property is threatened or pending. As of the Closing, all necessary registration, maintenance and renewal fees for each Intellectual Property Registration have been paid. All of the Intellectual Property Registrations are held in the name of the applicable Company identified on Schedule 3.10(b).

(c) Except as set forth on Schedule 3.10(c): (i) no claim contesting the validity, enforceability, registrability, patentability, use or ownership of Business Intellectual Property has been made since the Reference Date or is currently outstanding and no such claim is threatened in writing and,

to the Knowledge of Sellers, there is no reasonable basis for the same; (ii) no Business Intellectual Property is subject to any outstanding Order or agreement restricting the use thereof by any Company; (iii) neither any Company nor the operation of the Business has infringed, diluted, misappropriated or otherwise conflicted with, or is currently infringing, diluting, misappropriating or otherwise conflicting with, any Intellectual Property of any third party; (iv) there have been no Proceedings pending or threatened in writing by or against any Company alleging any infringement, dilution, misappropriation or conflict with any Intellectual Property (including any demand or request that any Company license any Intellectual Property from a third party), and no Company has sent or received any notices, requests for indemnification or threats from any Person related to or alleging the foregoing, nor has any Company requested or received any opinions of counsel related to the same; and (v) to the Knowledge of Sellers, no third party has infringed, misappropriated or otherwise conflicted with, or is currently infringing, misappropriating or otherwise conflicting with, any of the Business Intellectual Property.

(d) Immediately following the Closing, the Business Intellectual Property will be available for use by Buyer on the same terms and conditions as those under which the Companies owned or used the Business Intellectual Property immediately prior to the Closing. Each Company has taken all commercially reasonable actions to protect the owned Business Intellectual Property, including the secrecy, confidentiality and value of all trade secrets and other Confidential Information. Except as set forth on Schedule 3.10(d), all Persons who have contributed, developed or conceived any owned Business Intellectual Property have done so pursuant to valid and enforceable agreements that protect the confidentiality of such Business Intellectual Property and assign to the applicable Company all of such Person's rights in such Business Intellectual Property. No Person who has contributed to, developed or conceived any of the Business Intellectual Property purported to be owned by any Company has made or threatened any claim of ownership with respect to any of such Business Intellectual Property.

(e) No Company owns any proprietary software or software codes.

(f) The Sellers have made available to Buyer all user names and passwords associated with each Company's social media accounts. There are no Proceedings, whether settled, closed, pending or threatened, alleging any: (i) breach or other violation of any agreements pertaining to any social media accounts by any Company; or (ii) defamation, violation of publicity or privacy rights of any Person, or any other violation by any Company in connection with its use of social media.

Section 3.11 IT, Cybersecurity and Data Privacy.

(a) The Business Systems are in good repair and operating condition and are adequate and suitable (including with respect to working condition, performance and capacity) in all material respects for the Business. There are and since the Reference Date have been no material defects, technical concerns or problems in any of the Business Systems that would prevent the same from performing substantially in accordance with their user specifications or functionality descriptions.

(b) Each Company has taken commercially reasonable actions designed to protect the security and integrity of the Business Systems of such Company and the data stored or contained therein or transmitted thereby, including by implementing procedures designed to prevent unauthorized access and the introduction of any virus, worm, Trojan horse or similar disabling code or program ("Malicious Code"). To Sellers' Knowledge, there is no Malicious Code in any of the Business Systems. Since the Reference Date, there has not been any material failure with respect to any of the Business Systems that has not been remedied or replaced in all material respects.

(c) Each Company has implemented and maintains commercially reasonable security, disaster recovery and business continuity plans, facilities and procedures designed to ensure the continuing

availability of the functionality provided by the Business Systems of such Company and the data and information stored or contained therein or processed thereby.

(d) Each Company and the conduct of its respective portion of the Business are and since the Reference Date have been in compliance in all material respects with all Data Security Requirements. There has not been (i) any incident of material data security breach, material unauthorized access or use of any of the Business Systems of such Company, (ii) any material unauthorized acquisition, destruction, damage, disclosure, loss, corruption, alteration, or use of any Business Data of such Company, or (iii) any written or, to Sellers' Knowledge, oral notice received or sent by such Company relating to a breach of Data Security Requirements. The consummation of the transactions contemplated by this Agreement will not in and of itself result in any liabilities in connection with any Data Security Requirements. To the Knowledge of Sellers, since the Reference Date, there has been no material failure, breakdown, or continued substandard performance or suspension of any of the Business Systems or that has caused a material disruption or interruption in or to any use of any of the Business Systems or the operation of the Business.

(e) Each Company has implemented and since the Reference Date has maintained commercially reasonable security measures, plans, procedures, controls and programs, including written information security programs, designed to protect Personal Data in the possession or control of the Company and the operation, integrity, and security of the Business Systems. Each Company has made available to Buyer true, complete, and correct copies of each Company's policies addressing Data Security Requirements that are currently in effect.

(f) The practices of each Company with respect to the collection, dissemination, and use of Personal Data and any other data in connection with the Business are and since the Reference Date have been in accordance with all privacy and security policies of such Company in all material respects and in material compliance with all applicable Laws.

(g) Each Company is and since the Reference Date has been in compliance in all material respects with the applicable portions of the PCI-DSS. With respect to payment card transactions or information processed in any way (including any processing, storing or communication of transaction data or payment card data), each Company is in compliance in all material respects with the applicable portions of the PCI-DSS.

Section 3.12 Litigation. Except as set forth on Schedule 3.12, there are no, and since the Reference Date there have not been any, Proceedings settled, pending or, to Sellers' Knowledge, threatened against or affecting any Company or the Business, or any director, officer, executive or, to Sellers' Knowledge, non-executive employee, independent contractor or agent of any Company (in each case in their capacities as such) by or before any Governmental Authority. Neither any Company nor the Business is subject to or bound by any outstanding Orders.

Section 3.13 Brokerage. No Company nor any Seller is a party to any Contract, or otherwise bound by any other arrangement, pursuant to which it will be liable to pay any transaction, finders' or investment banking fee, any commission or any similar obligation in connection with the transactions contemplated by this Agreement.

Section 3.14 Employees.

(a) Schedule 3.14(a)(i) sets forth a true and complete list of each employee of each Company, together with the following information with respect to each such employee: (i) job title and date of hire; (ii) annual salary or hourly rate, as applicable; (iii) full-time or part-time status; (iv) classification

as exempt or non-exempt for wage and hour purposes; (v) work location; (vi) years of credited service; (vii) severance eligibility; (viii) target annual cash and equity incentive compensation opportunity, if any; (ix) an indication as to whether such individual is on a leave of absence and if so, when such individual is expected to resume work (if known); and (x) paid time off balance. Schedule 3.14(a)(ii) sets forth a true and complete list of each individual independent contractor providing services to each Company as of the date hereof, together with such individual's annual compensation amount or fee arrangement and work location.

(b) Each current employment relationship between each Company and its respective employees is employment at-will, and no employee is employed under a contract which cannot be terminated by Buyer (i) upon written notice or (ii) without severance obligations.

(c) (i) No Company is party to or bound by any Labor Agreement, (ii) no Company is obligated to, nor has any Company or, to the Knowledge of Sellers, any labor union, works council, or other labor organization or group of employees of any Company undertaken to recognize or certify, any labor union, works council, or other labor organization as the representative of any of Companies' respective employees, (iii) there are no representation or certification Proceedings presently pending or, to the Knowledge of Sellers, threatened to be brought or filed with the National Labor Relations Board or any other labor relations tribunal or authority, and (iv) no employees of any Company are represented by any labor union, works council or other labor organization with respect to their employment with such Company. Since the Reference Date, no Company has (A) experienced any actual, or to Sellers' Knowledge, threatened strikes, work stoppages, slowdowns, pickets, handbillings, lockouts, material labor grievances, arbitrations, claims of unfair labor practices or other material labor disputes or (B) engaged in any unfair labor practices (as defined under the National Labor Relations Act). There are no, and since the Reference Date there have been no, actual or, to Sellers' Knowledge, threatened union organizing, certification or decertification activities with respect to employees of any Company.

(d) Since the Reference Date, (i) each Company has fully and timely paid all wages, salaries, wage premiums, fees, commissions, bonuses, accrued and unused vacation, severance and termination payments and other compensation that has come due and payable to any current or former employees or independent contractors under applicable Law, Contract or policy of such Company; (ii) each Company has complied in all material respects with all Laws that require overtime to be paid to any current or former employee of such Company, and no current or former employee has brought or, to the Knowledge of Sellers, threatened to bring a claim for unpaid compensation, including overtime amounts; (iii) all employees of each Company classified as exempt under the Fair Labor Standards Act and state and local wage and hour Laws are properly classified; and (iv) each person who performs or has performed services for or on behalf of each Company is and has been properly classified and treated by such Company as an employee, independent contractor, consultant, leased employee or other non-employee service provider for all applicable purposes.

(e) No Company has any written or established policy, practice, plan or program of paying severance pay or any form of severance compensation in connection with the termination of employment. Each Company has met in all material respects all requirements required by Law relating to work authorization and the employment of foreign citizens, including all requirements of the United States Department of Homeland Security and, for each employee for whom such form is required, has obtained a completed Form I-9. No Company currently employs, and to Sellers' Knowledge no Company has employed since the Reference Date, any individual who was not permitted to work in the jurisdiction in which such individual was employed.

(f) Since the Reference Date, no Company has implemented, and no Company is currently contemplating, the implementation of any plant closing or mass layoff of employees implicating

the WARN Act or any state or local equivalent. Schedule 3.14(f) sets forth a true and complete list of all employees who have been laid off by each Company in the 90-day period preceding the date hereof.

(g) To the Knowledge of Sellers, no current or former employee or independent contractor of any Company is in violation in any material respect of any term of any employment agreement, nondisclosure agreement, restrictive covenant or other obligation in favor of (i) any Company or (ii) any third party with respect to such person's right to be employed or engaged by any Company.

(h) There have not been (i) any written or, to the Knowledge of Sellers, oral reports or complaints made to or filed with any Company related to sexual harassment or sexual misconduct; (ii) any other claims initiated, filed or, to Sellers' Knowledge, threatened, against any Company related to sexual harassment or sexual misconduct; or (iii) to Sellers' Knowledge, any other material allegations, formal or informal complaints or any other claims initiated, filed or threatened against any Person related to sexual harassment or sexual misconduct, in each case by or against any current or former director, officer or senior level management employee of any Company. To the extent allegations of sexual harassment or sexual misconduct have been made to any Company, such Company has in good faith promptly, thoroughly and impartially evaluated and, if warranted, investigated all such allegations and, when necessary, such Company has taken prompt and appropriate action.

(i) To the Knowledge of Sellers, no employee of any Company has indicated an intention to terminate their employment with such Company, nor does any Company have a present intention to terminate the employment of any employee of such Company.

Section 3.15 Employee Benefit Plans.

(a) Schedule 3.15(a) sets forth a complete and correct list of each Company Employee Benefit Plan. A "Company Employee Benefit Plan" is any benefit or compensation plan, program, agreement, policy, trust fund, contract or arrangement (including each "employee benefit plan" as such term is defined in Section 3(3) of ERISA, whether or not subject to ERISA) and any employment, severance, termination, retention, change in control, bonus, commission, incentive, profit sharing, profit participation, equity purchase, equity, phantom equity or equity-based, deferred compensation, paid time off, sick leave, welfare, fringe benefit, loan, or other similar plan, program, agreement, policy, contract or arrangement whether formal or informal, oral or written, funded or unfunded, insured or self-insured, in each case, (x) that is established, maintained, sponsored or contributed to (or required to be contributed to) by any Company for the benefit of any current or former employee, officer, director, manager, or individual independent contractor or consultant of such Company or any spouse or dependent of such individual or (y) under or with respect to which any Company has any current or contingent liability or obligation.

(b) With respect to each Company Employee Benefit Plan, Sellers have made available to Buyer true and complete copies of the documents pursuant to which such Company Employee Benefit Plan is established, maintained, funded and administered and a written description of any unwritten Company Employee Benefit Plan.

(c) No Company has any obligation to provide any post-ownership or post-termination health or life insurance or other welfare-type benefits for any Person (other than as required under Section 4980B of the Code or other applicable Law). No Company Employee Benefit Plan is, and no Company has any current or contingent liability or obligation under or with respect to, directly or indirectly (whether on account of an ERISA Affiliate or otherwise), (i) a "defined benefit plan," as defined in Section 3(35) of ERISA (whether or not subject thereto), or other plan that is or was subject to Section 302 or Title IV of ERISA or Section 412 of the Code, (ii) a "multiple employer welfare arrangement" as defined in Section 3(40) of ERISA (whether or not subject thereto), (iii) a "multiple employer plan" as determined under

Section 413(c) of the Code, (iv) a “multiemployer plan” as defined in Section 3(37) of ERISA (whether or not subject thereto) or (v) a plan maintained in connection with any trust described in Section 501(c)(9) of the Code. None of the assets of any Company or any ERISA Affiliate is, or may reasonably be expected to become, the subject of any Lien arising under Section 303 of ERISA or Section 430 of the Code. No Company has incurred (whether or not assessed) any penalty or Tax under Sections 4980B, 4980D, 4980H, 6721 or 6722 of the Code or the reporting requirements under Sections 6055 and 6056 of the Code, as applicable.

(d) Each Company Employee Benefit Plan that is intended to be qualified within the meaning of Section 401(a) of the Code is so qualified, and has timely received or is otherwise entitled to rely on a current favorable determination, advisory or opinion letter from the IRS, and, to Sellers’ Knowledge, no circumstance exists that could adversely affect the qualification of such Company Employee Benefit Plan. Each Company Employee Benefit Plan has been established, maintained, funded, operated, and administered in all material respects in accordance with its respective terms and in compliance with all applicable Laws. All payments required to be made under the Company Employee Benefit Plans (including contributions, distributions, reimbursements and premiums or other payments) prior to the Closing have been timely made or for any such payments that are not yet due, properly accrued and reflected in the Latest Balance Sheet of each Company, in each case in accordance with the provisions of each of the Company Employee Benefit Plans, applicable Law and GAAP. All benefits accrued under any unfunded Company Employee Benefit Plan prior to the Closing have been paid, accrued or otherwise adequately reserved on the Latest Balance Sheet of each Company to the extent required by, and in accordance with, GAAP. None of Company or any current or former employee, officer, director, owner or any other Person has engaged in any non-exempt “prohibited transaction” (as defined in Section 4975 of the Code or Section 406 of ERISA) or breach of fiduciary duty (as determined under ERISA) with respect to any Company Employee Benefit Plan. There are no pending or, to Sellers’ Knowledge, threatened, Proceedings or other claims from current or former plan participants (or any beneficiary thereof) with respect to any Company Employee Benefit Plan (other than routine claims for benefits). To Sellers’ Knowledge, no Company Employee Benefit Plan is the subject of an examination or audit by a Governmental Authority, and to Sellers’ Knowledge no such examination or audit is pending or threatened. No Company Employee Benefit Plan is the subject of an application or filing under, or is a participant in or as of the date hereof is considering being a participant in, an amnesty, voluntary compliance, self-correction or similar program sponsored by any Governmental Authority.

(e) Each Company Employee Benefit Plan that is a “nonqualified deferred compensation plan” subject to Section 409A of the Code has been administered and maintained in all material respects in compliance with the documentary and operational requirements of Section 409A of the Code and the Treasury Regulations promulgated thereunder. No Company has any actual or potential indemnity, reimbursement, or gross-up obligation with respect to any employee, director, manager or consultant of the Business for any Taxes imposed under Section 4999 of the Code or Section 409A of the Code.

(f) Other than as set forth on Schedule 3.15(f), neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby could (either alone or in conjunction with any other event) (i) result in any payment or benefit becoming due to any current or former employee, officer, director or other individual service provider of any Company, (ii) increase, or result in any acceleration of the time of payment, funding or vesting of, any compensation or benefit otherwise payable or due to any current or former employee, officer, director or other individual service provider of any Company, or result in the forgiveness of any such individual’s indebtedness or (iii) limit or restrict the right of any Company to merge, amend or terminate any Company Employee Benefit Plan.

Section 3.16 Insurance. Each Company has in place policies of insurance in amounts and scope of coverage as set forth on Schedule 3.16 (including a description of any self-insurance or co-insurance arrangements, including any reserves). Each such policy is in full force and effect and all premiums are currently paid in accordance with the terms of such policy. No Company has failed to give notice of any material claim that may be insured under any such policy in a timely fashion or in a manner required by such policy. No reservation of rights letter or other notice of defenses has been received by any Company. No Company has received any notice that any such policy will be cancelled or will not be renewed.

Section 3.17 Compliance with Laws; Permits.

(a) Except as set forth on Schedule 3.17(a), since the Reference Date, each Company is and has been in compliance in all material respects with all applicable Laws and no written or, to Sellers' Knowledge, other notices have been received by and no claims have been filed or threatened in writing or, to the Knowledge of Sellers, otherwise threatened against any Company alleging a violation of any such Laws. No Agent of any Company is or has been authorized to make or receive, and no officers, directors, managers, employees or, to the Knowledge of Sellers, consultants, independent contractors, advisors or agents of any Company have made or received, any bribe, kickback payment or other illegal payment at any time with respect to the business of any Company. Neither any Company nor any of their respective officers, directors, managers or employees, nor to the Knowledge of Sellers, any Agent or other third party representative acting on behalf of any Company is or has been in violation of any Laws relating to economic or trade sanctions, trade control Laws or anti-corruption Laws.

(b) Each Company (i) holds all Permits necessary for the ownership and use of its assets and properties and the conduct of the Business (including for the occupation and use of the Leased Real Property, as applicable), each of which Permits is set forth on Schedule 3.17(b), and (ii) is and has been in compliance in all material respects with the terms of such Permits. There are no pending or, to the Knowledge of Sellers, threatened cancellations or suspensions of any such Permits. All such Permits will be in full force and effect for the lawful operation of the Business on and immediately after the Closing without approval, consent, transfer, reissuance or other governmental action.

Section 3.18 Environmental Matters.

(a) No Company been a party to any Order or Proceeding relating to environmental, health, or safety Laws or Hazardous Substances, and no Company has assumed any such liabilities of third parties, either by contract or operation of Law. No Company has received notice of any action, request for information, inquiry, lien, fine, enforcement, notice of violation, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person and is not subject to any Proceeding relating to, any actual or alleged non-compliance with, violation of, or liability or obligation under any Law or Permit, based on, or resulting from (a) the presence, release of, threatened release of, or exposure to, any Hazardous Substances; or (b) any actual or alleged noncompliance with, or liability under, any Law, Permit or other applicable Law regarding Hazardous Substances, concerning any Company, their respective assets, personnel or any real property currently or formerly owned, leased or used by any Company.

(b) Neither any Company nor any Person for whom any such Company has liability has manufactured, generated, distributed, treated, stored, managed, used, disposed of, arranged for or permitted the disposal of, transported, handled, released or exposed any Person to any Hazardous Substances. There are no Hazardous Substances present on, under or emanating from any real property or facility currently or formerly owned, operated, or used by any Company (including the Leased Real Property), or, any geologically or hydrologically connected real property, that could result in liability to any Company, including any Hazardous Substances contained in barrels, aboveground or underground storage tanks, landfills, land deposits, dumps, equipment or other containers. There has not been any spill,

leak, discharge, exacerbation, disposal, release, or threatened release, of any Hazardous Substances (A) with respect to the Business or assets of any Company, (B) at, from, in, adjacent to, including any geologically or hydrologically connected real property, or on any real property or facility currently or formerly owned, operated or used by any Company (including the Leased Real Property), or (C) any real property where any Hazardous Substances were generated, managed, manufactured, transported, distributed, stored, refined, recycled, reclaimed, reused, transferred, produced, imported, disposed, released, discharged, used or processed by any Company, so as to give rise to any liabilities (contingent or otherwise) of any Company pursuant to any Laws, or affecting such real property or facility in any material respect. Neither any Company nor any Person for whose conduct any Company is or may be held responsible for has permitted or conducted any activities involving Hazardous Substances at or from any Leased Real Property, customer property, or any other property or asset in which any Company has or had an interest, except in compliance with applicable Laws.

(c) There are no active or abandoned current or former aboveground or underground storage tanks present on any property owned, leased or operated by any Company (including on the Leased Real Property).

(d) Sellers have made available to Buyer all environmental reports, studies, audits, records, sampling data, site assessments and other similar documents with respect to the Business or assets of any Company or any currently or formerly owned, operated or leased real property which are in the possession or control of any Company.

Section 3.19 [Intentionally Omitted]

Section 3.20 Affiliate Transactions. Except as set forth on Schedule 3.20, no Insider is a party to any Contract or other transaction with any Company or has any interest (other than through ownership of the equity interests of such Company) in any property, real or personal or mixed, tangible or intangible, used in, necessary for or pertaining to the Business.

Section 3.21 Accounts Receivable; Accounts Payable.

(a) The accounts receivable of each Company reflected in the Latest Balance Sheet and arising subsequent to the Latest Balance Sheet Date (i) arose from bona fide sales transactions and constitute valid and enforceable undisputed claims, (ii) are not, to the Knowledge of Sellers, subject to any valid set-off, counterclaim or other defenses activity, (iii) are owned by such Company free and clear of any Liens other than Permitted Liens and (iv) subject to any reserve for bad debts shown on the Latest Balance Sheet, are collectible in full within 90 days after billing. All accounts receivable of each Company are with Persons who are not Affiliates of any Company. There is no pending contest or dispute with respect to the amount or validity of any amount of such accounts receivables.

(b) All accounts payable and notes payable by each Company to third parties reflected in the Latest Balance Sheet and arising subsequent to the Latest Balance Sheet Date arose in bona fide arm's length transactions in the ordinary course of business and with Persons who are not Affiliates of any Company and no such account payable or note payable is more than 60 days past due.

Section 3.22 No Other Representations and Warranties. Except for the express representations and warranties contained in this Agreement (including the related portions of the disclosure schedules) and the Ancillary Agreements (collectively, the "Express Representations"), neither Sellers nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of such Seller, including any representation or warranty as to the accuracy or completeness of any information regarding the Business and the Purchased Interests furnished or made available to Buyer

and its Agents (including any information, documents or material delivered to Buyer, management presentations or in any other form in expectation of the transactions contemplated hereby) or as to the future revenue, profitability or success of the Business, or any representation or warranty arising from statute or otherwise in law.

ARTICLE IV REPRESENTATIONS AND WARRANTIES REGARDING SELLERS

As an inducement to Buyer to enter into this Agreement and consummate the transactions contemplated hereby, each Seller, severally but not jointly, hereby represents and warrants to Buyer that the following representations and warranties regarding such Seller are true and correct as of the Closing.

Section 4.1 Organization; Authorization. Such Seller has the power and authority to execute and deliver this Agreement and each Ancillary Agreement to which it is a party and to consummate the transactions contemplated hereby and thereby. Such Seller has duly approved this Agreement and all Ancillary Agreements to which such Seller is a party and has duly authorized the execution and delivery of this Agreement and all Ancillary Agreements to which such Seller is a party and the consummation of the transactions contemplated hereby and thereby. No other proceeding, consent, approval, vote or other action on the part of such Seller or any other Person is necessary to approve and authorize the execution and delivery of this Agreement or the Ancillary Agreements to which such Seller is a party by such Seller to consummate the transactions contemplated hereby and thereby on the part of such Seller. This Agreement and all Ancillary Agreements to which such Seller is a party have been duly executed and delivered by such Seller and constitute the valid and binding agreements of such Seller, enforceable against such Seller in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or other Laws affecting creditors' rights generally and by general equitable principles.

Section 4.2 Non-Contravention. Except as set forth on Schedule 4.2, the execution, delivery and performance by such Seller of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby by such Seller does not and will not, directly or indirectly, whether with or without the giving of notice, the passage of time or both, (a) result in a default under or breach, modification, termination or acceleration of any Contract or give any Person the right to modify, terminate or accelerate any Contract or any benefit, right, liability or obligation thereunder, (b) require any authorization, consent or approval of, exemption or waiver from, notice, declaration or payment of any amount to, or filing with, any Person, (c) constitute a default under or breach by such Seller or either Company of its Governing Documents (if applicable), (d) violate any Law or Order applicable to the Business or (e) result in the creation of any Lien on such Seller's Company Interests or the Companies' assets.

Section 4.3 Title to Company Interests. Such Seller is the sole record and beneficial owner of the Company Interests set forth on Schedule 3.2(a) opposite such Seller's name, and such Company Interests constitute all of the equity securities of either Company owned by such Seller. Such Seller is not a party to any option, warrant, purchase right or other Contract that could require such Seller to sell, transfer or otherwise dispose of its Company Interests. Such Seller is not a party to any voting trust, proxy or other Contract with respect to the voting or transfer of the Company Interests.

Section 4.4 Litigation. There are no outstanding Orders and no Proceedings pending or, to such Seller's knowledge, threatened against such Seller at Law or in equity, or before or by any Governmental Authority, which would materially and adversely affect, delay, prohibit or restrict such Seller's performance of its obligations under this Agreement or any Ancillary Agreement to which it is a party or the consummation of the transactions contemplated hereby or thereby.

Section 4.5 Brokerage. Except for arrangements for which such Seller shall be solely responsible, there are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of such Seller.

Section 4.6 Investment Representations.

(a) The Buyer Units are being acquired for such Seller's own account and not with a view to, or intention of, distribution thereof in violation of the Securities Act of 1933, as amended (the "Securities Act") or any other applicable securities Laws, and such Buyer Units will not be disposed of by such Seller in contravention of the Securities Act or any other applicable securities Laws.

(b) Such Seller is an accredited investor, is sophisticated in financial matters and is able to evaluate the risks and benefits of the investment in the Buyer Units.

(c) Such Seller is able to bear the economic risk of such Seller's investment in the Buyer Units for an indefinite period of time because such securities have not been registered under the Securities Act and, therefore, cannot be sold unless subsequently registered under the Securities Act or an exemption from such registration is available and are also subject to restrictions on transferability as set forth in the Buyer LLC Agreement.

(d) Such Seller has had an opportunity to ask questions and receive answers concerning the terms of the Buyer Units and has received such other information concerning Buyer as such Seller has requested.

(e) Buyer has provided to such Seller, and such Seller has reviewed or has had an opportunity to review, the Buyer LLC Agreement and such other documents as have been requested by such Seller.

(f) Such Seller has not relied on any representation or warranty of any Person (including any representation, warranty, promise, forecast or projections provided to Seller by Buyer, its Affiliates or its or its Affiliates' respective agents or representatives) in making the decision to receive and hold the Buyer Units hereunder, other than the representations and warranties expressly set forth in this Agreement or in the Buyer LLC Agreement.

(g) Such Seller has consulted with or has had an opportunity to consult with (i) independent legal counsel and other advisors and counsel regarding such Seller's rights and obligations under this Agreement and the Buyer LLC Agreement and (ii) tax advisors with respect to the application of U.S. federal income, estate and other tax Laws, as well as the Laws of any state, local or foreign taxing jurisdiction, to the transactions contemplated hereby, and such Seller fully understands the terms contained herein and therein.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

As an inducement to Sellers to enter into this Agreement and consummate the transactions contemplated hereby, Buyer hereby represents and warrants to Sellers that the following representations and warranties are true and correct as of the Closing.

Section 5.1 Organization; Authorization. Buyer is a limited liability company duly organized under the Laws of Delaware. Buyer has the requisite power and authority to execute and deliver this

Agreement and each Ancillary Agreement to which it is a party, to consummate the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder. This Agreement and all Ancillary Agreements to which Buyer is a party have been duly executed and delivered by Buyer and constitute the legal, valid and binding obligations of Buyer, enforceable in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or other Laws affecting creditors' rights generally and by general equitable principles. No other proceedings on the part of Buyer are necessary to authorize the execution, delivery or performance of this Agreement or the other agreements contemplated hereby.

Section 5.2 Governmental Authorities and Consents. Buyer is not required to submit any notice, report or other filing with any Governmental Authority in connection with the execution or delivery by it of this Agreement or any Ancillary Agreement to which it is a party or the consummation of the transactions contemplated hereby or thereby and no consent, approval or authorization of any Governmental Authority is required to be obtained by Buyer in connection with the execution and delivery of this Agreement or any Ancillary Agreement to which it is a party or the consummation of the transactions contemplated hereby or thereby that will not otherwise be made or obtained.

Section 5.3 No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and the other Ancillary Agreements to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) result in a violation or breach of any Governing Documents of Buyer; or (b) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default under or result in the acceleration of any agreement to which Buyer is a party, except in the cases of clause (b), where the violation, breach, default, acceleration or failure to give notice or obtain consent would not have a material adverse effect on Buyer's ability to consummate the transactions contemplated hereby.

Section 5.4 Brokerage. Except for arrangements for which Buyer shall be solely responsible, there are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of Buyer.

Section 5.5 Legal Proceedings. There are no actions, suits, claims, investigations or other legal proceedings pending or, to Buyer's knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

Section 5.6 Sufficiency of Funds. Buyer has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Initial Cash Purchase Price and consummate the transactions contemplated by this Agreement.

Section 5.7 Solvency. Immediately after giving effect to the transactions contemplated hereby and assuming the truth and accuracy of the Express Representations, Buyer and its subsidiaries (including the Companies) (on a consolidated basis) shall be solvent and shall: (a) be able to pay its debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay its debts (including a reasonable estimate of the amount of all contingent liabilities) as they become absolute and matured and due and payable in the ordinary course; and (c) not have an unreasonably small amount of capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors of Buyer or any Seller.

Section 5.8 Independent Investigation.

(a) Buyer has conducted its own independent investigation, review and analysis of the Business and the Purchased Interests, and acknowledges that it has been provided access to certain personnel, properties, assets, premises, books and records, and other documents and data of each Company for such purpose.

(b) Buyer acknowledges that: (i) neither any Seller nor any other Person on behalf of such Seller has made any representation or warranty, express or implied, as to the Companies, the Business, or the Purchased Interests, or the accuracy or completeness of any information regarding the Companies or the Purchased Interests furnished or made available to Buyer and its Agents, or any other matter related to the transactions contemplated herein, other than the Express Representations, (ii) in determining to enter into this Agreement, Buyer has not relied on any representation or warranty from any Seller or any other Person on behalf of such Seller, or upon the accuracy or completeness of any information regarding the Companies, the Business, or the Purchased Interests furnished or made available to Buyer and its Agents, other than the Express Representations, and (iii) neither any Seller nor any other Person acting on behalf of such Seller shall have any liability to Buyer or any other Person with respect to any projections, forecasts, estimates, plans, or budgets of future revenue, expenses, or expenditures, future results of operations, future cash flows, or the future financial condition of the Business or the Companies or the future business, operations, or affairs of the Business or the Companies, except as expressly set forth in the Express Representations.

Section 5.9 No Other Representations and Warranties. Except for the express representations and warranties contained in this Agreement and the Ancillary Agreements, 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 arising from statute or otherwise in law.

ARTICLE VI INDEMNIFICATION

Section 6.1 Survival.

(a) All representations and warranties contained in this Agreement shall survive the Closing for a period of eighteen (18) months after the Closing Date; provided, that the Fundamental Representations shall survive for a period of five (5) years after the Closing Date.

(b) All covenants and agreements of the Parties contained herein shall survive the Closing indefinitely or for the period explicitly specified therein.

(c) Notwithstanding anything herein to the contrary, any matter in respect of which indemnity may be sought under Section 6.2, and the indemnity with respect thereto, shall survive the time at which it would otherwise terminate pursuant to this Section 6.1 if notice of the actual or potential matter giving rise to such right or alleged right of indemnity shall have been given to the Party against whom such indemnity may be sought prior to such time in accordance with the applicable provisions of this Agreement, and the right to indemnity with respect to such matter shall survive until the claim for indemnity with respect thereto is finally resolved and any applicable obligation to remedy Losses in respect thereof has been fully satisfied. To the extent the survival periods set forth in this Section 6.1 are greater than or less than the survival period under the applicable statute of limitations, the Parties expressly acknowledge and agree that the survival periods set forth in this Section 6.1 are intended to alter such applicable statutes of limitations. The representations and warranties made by Sellers in this Agreement or any indemnity in respect thereof shall not be affected by any knowledge of or investigation, inquiry or examination made by or on behalf of the Buyer Persons.

Section 6.2 Indemnification.

(a) Sellers, severally in accordance with their respective Pro Rata Portion and not jointly, shall indemnify the Buyer Persons, save and hold each of them harmless from and against and pay on behalf of or reimburse such Buyer Persons for any and all Losses that any such Buyer Person suffers, sustains or becomes subject to as a result of or arising from:

(i) the failure of any representation and warranty in Article III to be true and correct (in each case, determined without giving effect to any qualification or limitation as to materiality, Material Adverse Effect or words of similar import contained in any such representation and warranty);

(ii) any breach or non-fulfillment of any covenant or other obligation of the Representative (in its capacity as such) pursuant to this Agreement or any certificate or instrument delivered by or on behalf of the Sellers pursuant to this Agreement; and

(iii) any Indemnified Taxes.

(b) Each Seller shall indemnify the Buyer Persons, save and hold each of them harmless from and against and pay on behalf of or reimburse such Buyer Persons for any and all Losses that any such Buyer Person suffers, sustains or becomes subject to as a result of or arising from (i) the failure of any representation and warranty of such Seller in Article IV to be true and correct (in each case, determined without giving effect to any qualification or limitation as to materiality, Material Adverse Effect or words of similar import contained in any such representation and warranty); provided that Losses for a breach or inaccuracy of any representation and warranty made by such Seller in Article IV shall be borne solely by such Seller (and such Seller's Pro Rata Portion of such Loss shall equal 100%); and (ii) any breach or non-fulfillment of any covenant or other obligation of such Seller pursuant to this Agreement; provided, that Losses for any breach or non-fulfillment of any covenant or other obligation by such Seller shall be borne solely by such Seller (and such Seller's Pro Rata Portion of such Loss shall equal 100%).

(c) Buyer hereby agrees to indemnify the Seller Persons, save and hold each of them harmless from and against and pay on behalf of or reimburse such Seller Persons for any and all Losses that any such Seller Person suffers, sustains or becomes subject to as a result of, arising from, in connection with, by virtue of or related to: (i) the failure of any representation and warranty made by Buyer in Article V to be true and correct; and (ii) any breach or non-fulfillment of any covenant or other obligation of Buyer pursuant to this Agreement or any certificate or instrument delivered by or on behalf of Buyer pursuant to this Agreement.

Section 6.3 Limitations on Indemnification.

(a) No Seller shall be liable to the Buyer Persons for any Loss pursuant to Section 6.2(a)(i) or Section 6.2(b) with respect to the failure of any Non-Fundamental Representation to be true and correct until the aggregate amount of all Losses incurred by the Buyer Persons with respect thereto exceeds \$73,118.85 in the aggregate ("Deductible"), in which case, subject to the other limitations set forth herein, each Seller shall be liable for its Pro Rata Portion of all such Losses from the first dollar of Loss.

(b) No Seller shall be liable to the Buyer Persons for any Loss pursuant to Section 6.2(a)(i) or Section 6.2(b) with respect to the failure of any Non-Fundamental Representation to be true and correct to the extent the aggregate amount of all Losses previously indemnified by the Sellers pursuant to Section 6.2(a)(i) with respect thereto exceeds \$1,462,377.03 (the "Cap").

(c) A Seller shall not be liable for any Losses in excess of the sum of (i) the portion of the Final Cash Purchase Price actually received by such Seller and (ii) the value of the Buyer Units issued to such Seller in respect of such Seller's share of the Final Rollover Amount.

(d) Any indemnification payments hereunder shall be reduced by any amounts actually received by the Buyer Persons or the Seller Persons (as applicable) under any insurance policy or from third parties (net of all costs and expenses of recovery, including increased premiums in respect of insurance recoveries) in respect of any such claim.

(e) No Indemnifying Party shall be liable to any Indemnified Party under this Agreement for any punitive damages unless such Losses are paid or payable pursuant to a Third-Party Claim.

Section 6.4 Indemnification Payments.

(a) Any Losses for which any Seller Person is entitled to indemnification pursuant to Section 6.2(c) shall be paid directly by Buyer.

(b) Any Losses for which any Buyer Person is entitled to indemnification pursuant to Section 6.2(a) or Section 6.2(b) shall be paid, in such applicable Seller's discretion, (i) directly by such Seller in cash or (ii) by such Seller's (or its applicable permitted transferees') forfeiture of a number of Buyer Units equal to the quotient of the amount of such Losses divided by the Forfeiture Price; provided, however, that the Accord Portion of any such Loss shall be paid directly by Accord in cash.

(c) Any such foregoing amounts that are paid directly by a Seller or Buyer pursuant to this Section 6.4 shall be paid by wire transfer of immediately available funds within two business days after the final determination of such Losses pursuant to this Agreement.

(d) For the avoidance of doubt, the forfeiture of Buyer Units in accordance with this Section 6.4 is cumulative and not exclusive of Buyer's rights and remedies hereunder.

Section 6.5 Third-Party Claims.

(a) Other than with respect to Taxes (which shall be governed by Section 7.4), if any party entitled to indemnification hereunder (an "Indemnified Party") receives notice of the assertion or commencement of any Proceeding against such Indemnified Party which is made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement (a "Third-Party Claim"), the Indemnified Party shall give the party that is obligated to provide indemnification under this Article VI (the "Indemnifying Party") reasonably prompt written notice thereof. The failure to give such reasonably prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party is materially prejudiced by reason of such failure. The Indemnifying Party shall have the right to, subject to the limitations contained in this Article VI, by giving written notice (which notice shall indicate that the Indemnifying Party will indemnify the Indemnified Party, subject to the limitations contained in this Agreement, from and against the Losses that the Indemnified Party may suffer resulting from, arising out of, or relating to, such Third-Party Claim) to the Indemnified Party within 30 days of being notified of such Third-Party Claim, to assume the defense of such Third-Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel reasonably acceptable to the Indemnified Party, and the Indemnified Party shall cooperate (at the Indemnifying Party's sole cost and expense) in good faith in such defense. Notwithstanding anything herein to the contrary, the Indemnifying Party shall not have the right to control the defense of any Third-Party Claim where the Third-Party Claim (i) primarily seeks an injunction or equitable relief, (ii) alleges criminal

or quasi-criminal charges against the Indemnified Party, (iii) involves a conflict of interest between the Indemnifying Party and the Indemnified Party as advised by counsel, (iv) is reasonably likely to establish a precedent, custom or practice that is materially adverse to, or that would otherwise have a materially adverse impact on, the continuing business interests of the Indemnified Party, (v) is not, in the good faith judgment of the Indemnified Party, being actively prosecuted or defended by the Indemnifying Party or (vi) is reasonably likely to result in Losses which would exceed the amount of the Indemnifying Party's liability therefor hereunder. 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. Sellers and Buyer shall cooperate with each other in all reasonable respects in connection with the defense of any Third-Party Claim.

(b) No Party shall be permitted to enter into any settlement or consent to any judgment in respect of any Third-Party Claim without the prior written consent of the other Party (which consent may not be unreasonably withheld, conditioned or delayed); provided, that the Indemnifying Party may enter into a settlement without the consent of the Indemnified Party where such settlement (1) imposes no injunctive or equitable relief or other restriction against any Indemnified Party or its Buyer Persons or Seller Persons, as applicable, (2) includes as a term thereof the giving by the Person(s) asserting such claim an unconditional release from all liability with respect to such claim, with prejudice, in favor of the Indemnified Party and its Buyer Persons or Seller Persons, as applicable, (3) will be paid entirely by the Indemnifying Party and (4) does not require any Indemnified Party or its Buyer Persons or Seller Persons, as applicable, to admit any fault or wrongdoing.

Section 6.6 Adjustment to Final Purchase Price. All indemnification payments under this Article VI shall be deemed adjustments to the Final Purchase Price, unless otherwise required by applicable Law.

Section 6.7 Exclusive Remedy. Subject to Section 2.4, Section 8.6 and other than with respect to claims for fraud, this Article VI sets forth the sole and exclusive remedy with respect to any claims for breach of any representation, warranty, covenant or obligation set forth herein. Nothing in this Agreement shall limit Buyer's ability to make a claim for fraud or, if such claim is successful, limit Buyer's recovery in respect thereof.

ARTICLE VII ADDITIONAL AGREEMENTS

Section 7.1 Restrictive Covenants.

(a) Confidentiality. From and after the Closing, each Restricted Party shall, and shall cause each of such Restricted Party's Affiliates to, not disclose, and treat and hold as strictly confidential, all Confidential Information and refrain from using any Confidential Information other than for the benefit of Buyer and its Affiliates as an employee or manager thereof or as otherwise required by Law. For the purposes of this Article VII, Accord's Affiliates shall only include Accord Financial Corp., a Canadian public company ("Accord Parent"), and the direct and indirect subsidiaries of Accord Parent (the "Accord Corporate Family"), and shall not include any direct or indirect stockholders or equityholders of Accord Parent, any officers or directors of Accord Parent (or of any direct or indirect subsidiary of Accord Parent), or any other Person or entity controlled by any such Persons that is not a direct or indirect subsidiary of Accord Parent. For the purposes of this Article VII, Simon Hitzig's Affiliates shall only include the controlled Affiliates of Simon Hitzig, excluding, however, the Accord Corporate Family (which shall not constitute an Affiliate of Simon Hitzig for purposes of this Article VII). Upon the request of Buyer at any time after the date hereof, the Restricted Parties shall deliver promptly to Buyer or destroy all tangible embodiments of the Confidential Information which are in a Restricted Party's or its Affiliates' possession

or under any of their control and provide confirmation thereof in writing to Buyer. In the event that a Restricted Party or any of its Affiliates is requested or required to disclose any Confidential Information to a Governmental Authority pursuant to a lawful process, such Restricted Party shall, if legally permissible, notify Buyer as promptly as reasonably practicable so that Buyer may seek (at Buyer's sole cost and expense) an appropriate protective order or waive compliance with the provisions of this Section 7.1(a). If, in the absence of a protective order or the receipt of a waiver hereunder, a Restricted Party or any of its Affiliates is compelled to disclose any Confidential Information to any Governmental Authority, such Restricted Party or its Affiliate (as applicable) may disclose such Confidential Information to such Governmental Authority; provided that such Restricted Party or its Affiliate (as applicable) shall use commercially reasonable efforts (at Buyer's sole expense) to obtain an order or other assurance that confidential treatment shall be accorded to such Confidential Information required to be disclosed. Notwithstanding the foregoing, for purposes of this Agreement, Confidential Information shall not include information which is or becomes generally available to the public other than as a result of a disclosure by the Restricted Parties or their Affiliates in violation of this Agreement or other confidentiality obligation to which any of them is bound.

(b) Non-Competition. During the Restricted Period, no Restricted Party shall, directly or indirectly, invest or own any interest in, manage, control, participate in (whether as an operator, consultant, director, employee, agent, representative or otherwise), consult with, render services for or otherwise engage in, or take material steps in preparing to engage in, any business or entity that competes with the Business within the United States of America and the other geographic location(s) in which any Company operates or actively plans to operate on the Closing Date, as set forth on Schedule 7.1(b) (the "Restricted Territory"). Notwithstanding the foregoing, nothing in this Section 7.1(b) shall (i) restrict or prevent a Restricted Party from owning not more than three percent (3%) of the outstanding equity or debt securities of a publicly traded company that is engaged in the Business in the Restricted Territory, so long as such Restricted Party has no active participation in or control of (in each case whether directly or indirectly, including through any Affiliate) the business or management of such publicly traded company; (ii) restrict or prevent Simon Hitzig or his Affiliates (including HBH) from investing in, owning an interest in, managing, controlling, participating in, consulting with, or rendering services for The Studio Fund LLC, in each case so long as neither Simon Hitzig nor any of his Affiliates (including HBH) has day-to-day operational responsibility for, or primary decision-making authority with respect to, any business of The Studio Fund LLC that competes with the Business in the Restricted Territory; (iii) restrict or prevent Simon Hitzig or his Affiliates (including HBH) from investing in, owning an interest in, managing, controlling, participating in, consulting with, rendering services for, or being employed by the Accord Corporate Family, or any member thereof, in each case so long as (A) such Person is not directly involved in any business line of the Accord Corporate Family that competes with the Business in the Restricted Territory and (B) such investment or role is not primarily intended to circumvent the restrictions set forth in this Section 7.1(b); (iv) restrict or prevent any Restricted Party from investing in, owning an interest in, managing, controlling, participating in, consulting with, rendering services, or being employed by the Buyer, BondIt, or BondIt Holdco; (v) restrict or prevent HBH from being a party to, holding rights under, or collecting any benefits from the HBH Participation Agreements, or otherwise impair the operation thereof; (vi) restrict or prevent HBH from being a party to, holding rights under, or collecting any benefits from the A&R HBH Note, or otherwise impair the operation thereof; or (vii) restrict or prevent Accord Financial Ltd. from being a party to, holding rights under, or collecting any benefits under the A&R Accord Note, or otherwise impair the operation thereof. This Section 7.1(b) shall not apply to Accord or any of Accord's Affiliates following an Accord Change in Control.

(c) Non-Solicitation; No-Hire. During the Restricted Period, no Restricted Party shall, directly or indirectly, (i) induce or attempt to induce any employee or independent contractor of the Business set forth on Schedule 7.1(c) (each, a "Covered Person") to leave the employ or engagement of Buyer, or in any way knowingly interfere adversely with the relationship between Buyer and any Covered

Person, or (ii) hire any Covered Person; provided, that this Section 7.1(c) shall not restrict the Restricted Parties from soliciting (but not, for the avoidance of doubt, hiring or engaging) any such Covered Person by way of public advertisements not specifically targeting any Covered Persons or other employees or independent contractors of Buyer. This Section 7.1(c) shall not apply to Accord or any of Accord's Affiliates following an Accord Change in Control.

(d) Non-Solicitation of Business Relations. During the Restricted Period, no Restricted Party shall, directly or indirectly, (i) solicit or induce or attempt to solicit or induce any customer, supplier, vendor, licensor, licensee, lessor or other material business relation of Buyer in the conduct of the Business (each a "Business Relation") to cease from doing business with, or otherwise modify adversely the business done with, Buyer in the conduct of the Business; or (ii) in any way knowingly interfere with the relationship (or prospective relationship) between any Business Relation and Buyer in the conduct of the Business. This Section 7.1(d) shall not apply to Accord or any of Accord's Affiliates following an Accord Change in Control.

(e) Non-Disparagement. From and after the Closing, no Restricted Party shall, directly or indirectly, make any disparaging statements or communications about Buyer, its Affiliates, Buyer in its conduct of the Business or any of its employees, products or services; provided, however, that the non-disparagement obligations of Accord and its Affiliates shall be limited to the following: Accord and its Affiliates will instruct their respective officers to not, at any time, directly or indirectly, make any disparaging statements or communications about Buyer, its Affiliates, the Buyer in its conduct of the Business or any of its employees, products or services that is in a way adverse to Buyer's interests or that is likely to injure Buyer's reputation, except that Accord and Accord's Affiliates will instruct the foregoing individuals that they may make accurate statements: (i) to their financial and legal advisors, and to those of Accord and Accord Parent; (ii) to governmental authorities for tax purposes; (iii) in response to a lawfully issued subpoena or as part of a legal proceeding; (iv) as reasonably necessary to enforce the terms and provisions of this Agreement; or (v) in connection with the management of Buyer itself after the Closing. This Section 7.1(e) shall not apply to Accord or any of Accord's Affiliates following an Accord Change in Control.

(f) Remedies. Each Restricted Party acknowledges and agrees that money damages would not be an adequate remedy for any breach or threatened breach of the provisions of this Section 7.1 and that, in such event, Buyer and its Affiliates shall, in addition to any other rights and remedies existing in their favor, be entitled to specific performance, injunctive or other equitable relief from any court of competent jurisdiction in order to enforce or prevent any violations of the provisions of this Section 7.1. Any injunction shall be available without the posting of any bond or other security and without having to demonstrate irreparable harm. In the event of a breach or violation by a Restricted Party of any of the provisions of this Section 7.1, as determined in a final determination by a court of competent jurisdiction, the Restricted Period will be extended (or reinstated if the Restricted Period had otherwise expired) for the period of time the Restricted Party was determined in a final determination by a court of competent jurisdiction to have been in breach of the applicable provisions of this Section 7.1.

(g) Acknowledgment. Each Restricted Party acknowledges that such Restricted Party has and will have sufficient knowledge of the trade secrets and other Confidential Information of the Business that, if such Restricted Party were to engage in any business competing with the Business during the Restricted Period, such Restricted Party would cause irreparable harm to the Business (including a significant loss of goodwill by Buyer) for which money damages would be an insufficient remedy. Further, each Restricted Party acknowledges and agrees that: (i) the value of the trade secrets and other Confidential Information of the Business arises in part from the fact that such information is not generally known in the marketplace; (ii) the trade secrets and other Confidential Information of the Business will have continuing vitality after the Closing (including throughout and beyond the Restricted Period); (iii) the covenants and

other obligations set forth in this Section 7.1 are additional consideration for the agreements of Buyer pursuant to this Agreement and were a material inducement to Buyer to enter into this Agreement, perform its obligations hereunder and approve the transactions contemplated hereby and Buyer and its Affiliates would not obtain the benefit of the bargain set forth in this Agreement as specifically negotiated by the Parties if a Restricted Party breached the provisions set forth in this Section 7.1; (iv) the Restricted Parties have received, directly or indirectly, substantial consideration in connection with the transactions contemplated by this Agreement; and (v) the restrictions contained in this Section 7.1 are reasonable in all respects (including, with respect to subject matter, time period and geographical area) and are necessary to protect Buyer's interest in, and the value of, the Business (including the goodwill inherent therein), and such Restricted Party is an integral part of the creation of such value.

(h) Enforcement. If, at the time of enforcement of any of the provisions of this Section 7.1, a court of competent jurisdiction determines that the restrictions stated herein are unreasonable or unlawful under the circumstances then existing, then the maximum period, scope or geographical area reasonable under the circumstances shall be substituted for the stated period, scope or geographical area permitted by Law, as determined by such court. Each Buyer Person is an express third-party beneficiary of this Section 7.1 and shall have the right to enforce the covenants and other obligations set forth in this Section 7.1 as if it were a party hereto.

Section 7.2 Expenses. Except as otherwise expressly provided in this Agreement, each Party shall pay all of its own costs and expenses (including attorneys', accountants' and investment bankers' fees and other out-of-pocket expenses) in connection with the negotiation and execution of this Agreement, the performance of its obligations hereunder and the consummation of the transactions contemplated hereby.

Section 7.3 Further Assurances. Each Party shall execute and deliver such further instruments of conveyance and transfer and take such additional action as another Party may reasonably request to effect, consummate, confirm or evidence the transactions contemplated hereby and carry out the purposes of this Agreement.

Section 7.4 Taxes.

(a) Flow-Through Income Tax Return Preparation. Representative shall prepare or cause to be prepared and file or caused to be filed, at the Sellers' expense, all Flow-Through Income Tax Returns for taxable periods ending on or prior to the Closing Date for each Company which are first required to be filed (after giving effect to valid extensions) after the Closing Date (but excluding any Tax Returns for Straddle Periods). Each such Tax Return shall be prepared in a manner consistent with past practice (and, for the avoidance of doubt, Section 7.4(f)) except as otherwise required by Law. Representative shall provide, or cause to be provided, to Buyer drafts of such Flow-Through Income Tax Returns (together with schedules, statements and, to the extent requested by Buyer, supporting documentation) for Buyer's review, comment and consent (not to be unreasonably withheld, conditioned or delayed) at least 30 days prior to the deadline for filing of such Flow-Through Income Tax Returns (after giving effect to valid extensions) and shall make any revisions to such Flow-Through Income Tax Returns as are reasonably requested by Buyer. If Buyer objects to any item on any such Tax Return, it shall notify Representative in writing that it so objects within 15 days of delivery of such Tax Return to Buyer. If a notice of objection shall be duly delivered, Buyer and Representative shall negotiate in good faith and use their reasonable best efforts to resolve such items. Sellers shall promptly pay all Taxes shown as due and owing on such Flow-Through Income Tax Returns.

(b) Other Tax Return Preparation. Buyer shall prepare (or cause to be prepared) and file (or cause to be filed) all Tax Returns for each Company related to Pre-Closing Tax Periods that are first due (after giving effect to valid extensions) after the Closing Date, other than the Flow-Through Income

Tax Returns described in Section 7.4(a). Sellers shall promptly pay to Buyer (or its designee) by wire transfer of immediately available funds all Taxes shown as due and owing on such Tax Returns that are allocable to Pre-Closing Tax Periods.

(c) Transfer Taxes. All sales, use, excise, value-added, goods and services, transfer, recording, documentary, registration, conveyancing and similar Taxes that may be imposed on the sale and transfer of the Company Interests ("Transfer Taxes"), together with any and all penalties, interest and additions to Tax with respect thereto, shall be borne by equally by Buyer, on the one hand, and Sellers, on the other hand. Buyer and Sellers shall cooperate in timely making all filings, returns, reports and forms as may be required to comply with the provisions of applicable Law in connection with the payment of any such Taxes described in the immediately preceding sentence.

(d) Cooperation on Tax Matters. Buyer and each Seller shall cooperate fully, as and to the extent reasonably requested by any other Party, in connection with the preparation and filing of Tax Returns and any Proceeding with respect to Taxes of any Company. Such cooperation shall include the retention and (upon the other Party's request) the provision of records and information that are reasonably relevant to any such Proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Notwithstanding anything to the contrary in this Agreement, at the request of Buyer (or any of Buyer's Affiliates), the Sellers shall (and each Seller shall cause its Affiliates to) cooperate to cause any applicable Company (or the Buyer as the U.S. federal income tax continuation of BondIt HoldCo) to make an election under Section 6226 of the Code and the Treasury Regulations thereunder (or any similar or analogous election under federal, state, local or non-U.S. Law) (any such election, a "Push-Out Election") in connection with any Proceeding with respect to any Taxes or any Tax Return of any Company for any Pre-Closing Tax Period (and, if Buyer so requests, the Sellers and Representative shall cause the partnership representative or designated individual of any Company to timely and properly make a Push-Out Election). The Sellers shall cause all Tax sharing, allocation, indemnification or similar agreements with respect to or involving any Company to be terminated as of the Closing Date and, after the Closing Date, the Sellers shall ensure no Company will be bound thereby or have any liability thereunder.

(e) Allocation of Taxes. In the case of any taxable period that includes (but does not end on) the Closing Date (a "Straddle Period"), the amount of any Taxes for a Straddle Period that relates to the Pre-Closing Tax Period: (a) in the case of property Taxes and other similar Taxes imposed on a periodic basis, shall be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction, the numerator of which is the number of days in the taxable period ending on the Closing Date and the denominator of which is the number of days in such Straddle Period; and (b) in the case of all other Taxes (including income Taxes, sales Taxes, employment Taxes and withholding Taxes), shall be deemed to be the amount of such Tax that would be payable if the taxable period of each Company ended with, and included, the Closing Date.

(f) Transaction Tax Treatment. Each Party intends that, for U.S. federal income Tax purposes, (i) Buyer shall be treated as a continuation of BondIt HoldCo under Section 708 of the Code, (ii) the transfer of the Rollover Interests, to the extent equity interests in BondIt HoldCo, to Buyer in exchange for the Buyer Units issued therefor shall be treated as the tax-free retention by the Sellers of such Rollover Interests, and (iii) the sale of the Purchased Interests to Buyer in exchange for the consideration payable hereunder shall be treated as a taxable purchase and sale of interests in a partnership pursuant to Section 741 of the Code (and, for the avoidance of doubt, subject to Section 751 of the Code). The Parties shall file all applicable Tax Returns in accordance with such intended Tax treatment unless otherwise required by applicable Law. Notwithstanding anything in this Agreement to the contrary, the U.S. federal income Tax Return of Buyer (as such a continuation of BondIt HoldCo) for the taxable year that includes the Closing Date shall (A) include an election pursuant to Section 754 of the Code and (B) allocate items of income,

gain, loss and expense between those Persons who were members of Buyer immediately prior to the Closing, on the one hand, and the Sellers selling or transferring Company Interests, to the extent equity interests in BondIt HoldCo, on the other hand, using the “interim closing method” and “calendar day convention” pursuant to Treasury Regulations Section 1.706-4.

(g) Allocation. Schedule 7.4(g) sets forth the methodologies that Buyer and Representative shall use to allocate the Final Purchase Price (and all other required items in accordance with Section 755 and 1060 of the Code and the Treasury Regulations thereunder (and any similar provision of state, local or non-U.S. Law, as appropriate)) among the assets treated as owned by BondIt HoldCo for U.S. federal income tax purposes. Within 90 days of the determination of the Final Purchase Price, Buyer shall provide to Representative a schedule setting forth the allocation of the Final Purchase Price among such assets in accordance with such methodologies (the “Allocation Schedule”). Within 30 days of receiving the Allocation Schedule, Representative shall provide Buyer any written comments to the Allocation Schedule. To the extent Representative does not provide written comments within such 30-day period, the Allocation Schedule as provided by Buyer to Representative shall be final and binding on the Parties. To the extent Representative makes timely comments to the Allocation Schedule, Representative and Buyer shall work in good faith to resolve any differences and agree to a final schedule; provided that, if Representative and Buyer are unable to resolve their differences within 30 days of Representative’s delivery of written comments to the Allocation Schedule, Representative and Buyer shall retain the Accounting Firm to resolve such differences and the provisions of Section 2.4 shall apply to such resolution, *mutatis mutandis* (provided that, Buyer and Representative agree to cause the Accounting Firm to use the methodologies set forth on Schedule 7.1(h) for purposes of resolving all differences). The costs of the Accounting Firm shall be shared by Representative and Buyer in the same proportion as set forth in Section 2.4(b), *mutatis mutandis*, and all determinations of the Accounting Firm shall be final. The allocation of the Final Purchase Price as set forth in the Allocation Schedule (as finally determined) shall be binding upon the Parties, subject to changes to reflect subsequent adjustments to the Final Purchase Price. The Parties shall report and file (and cause their respective Affiliates to file and report) all Tax Returns consistent with the Allocation Schedule (as finally determined), including for purposes of Tax reporting in respect of Sections 743 and 751 of the Code, and agree not to take a Tax reporting position (or allow any of their respective Affiliates to take a Tax reporting position) inconsistent with the Allocation Schedule (as finally determined) unless otherwise required by a “determination” within the meaning of Section 1313(a) of the Code. The Parties further agree that the allocations set forth in the Allocation Schedule (as finally determined) represent the Parties’ determination of fair market values of the assets described therein.

Section 7.5 Press Release. At no time shall any Party issue any press release or make any public statement with respect to the transactions contemplated by this Agreement without the prior written consent of the other Parties, except (i) for any press release or other public statement that contains no additional information regarding the transactions contemplated hereby beyond the information contained in a press release or other public statement previously issued in compliance with this Section 7.5; (ii) press releases or public statements required by Law or regulatory authority, each of which shall be permitted without the consent of the other Parties; provided, in the case of the foregoing clause (ii), that the disclosing Party shall give written notice to the non-disclosing Parties of such required disclosure and shall incorporate any reasonable comments proposed by the non-disclosing Party in good faith; and (iii) any press releases or public statements required to comply with US Securities and Exchange Commission and/or Canadian Securities Administrators disclosure obligations or the disclosure requirements of any exchange upon which the securities of Accord Parent are traded (including, without limitation, the Toronto Stock Exchange); provided that to the extent reasonably practicable, the disclosing Party shall give prior written notice to the non-disclosing Parties of such required disclosure and shall consider in good faith any reasonable comments proposed by the non-disclosing Parties. Notwithstanding the foregoing, nothing in this Agreement shall prohibit Buyer from communicating with its Affiliates and its and their respective current, former, future

or prospective investors relating to this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby.

ARTICLE VIII MISCELLANEOUS

Section 8.1 Entire Agreement; Amendment; Severability; Counterparts. This Agreement, together with the Exhibits, Annexes and Schedules hereto, constitutes the entire understanding of the Parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings, oral and written, with respect thereto. This Agreement may not be amended or modified except by a written instrument executed by all Parties. No waiver of any condition or of any failure of any Party to comply with any covenant or other obligation in this Agreement shall be valid unless it is set forth in a writing that is signed by the Party against whom such waiver is to be enforced. If any term in this Agreement is held by a Governmental Authority to be invalid, void or unenforceable, the remainder of the terms in this Agreement shall remain in full force and effect and shall in no way be affected and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable term had never been contained herein. On such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the Parties as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible. This Agreement may be executed in several counterparts and delivered via email.

Section 8.2 Notices. All notices, demands and other communications to be given or delivered under or by reason of this Agreement shall be in writing and shall be deemed to have been given when personally delivered or sent by email or the next business day when sent by reputable overnight express courier (charges prepaid) to the addresses indicated below (unless another address is specified in writing):

Notices to Representative or any Seller:

Accord Financial, Inc.
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):

Akin Gump Strauss Hauer and Feld LLP
1999 Avenue of the Stars, Suite 600
Los Angeles, CA, 90067
Attn: Chris Spicer
Email: cspicer@akingump.com

and

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

Notices to Buyer:

c/o MEP Capital Holdings IV, L.P.
244 Madison Ave., #1214
New York, New York 10016
Attention: Matt Cohen
Email: matt.cohen@mepcap.com

with copies to (which shall not constitute notice):

Taft Stettinius & Hollister LLP
301 E 4th St Suite 2800
Cincinnati, OH 45202
Attention: Samuel J. Zeller
Email: szeller@taftlaw.com

Section 8.3 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by any Party (including by operation of Law) without the prior written consent of the other Parties, provided that Buyer may, without the consent of any Person, assign or delegate in whole or in part its rights and obligations pursuant to this Agreement to one or more of its Affiliates, to any purchaser of all or substantially all of the assets of Buyer, to any carrier under any insurance policy and to any of its financing sources as collateral security, it being understood that no such assignment or delegation shall relieve Buyer of its obligations under this Agreement. This Agreement shall be binding on and inure to the benefit of each Party's successors and permitted assigns.

Section 8.4 Rules of Construction. Each Seller, Representative, Buyer and Simon Hitzig are each sometimes referred to herein as a "Party." Exhibits, Annexes and Schedules to this Agreement are attached hereto and by this reference are hereby incorporated herein for all purposes. Any reference in this Agreement to an "Article," "Exhibit," "Annex," "Section" or "Schedule" refers to the corresponding Article, Exhibit, Annex, Section or Schedule of or to this Agreement, unless expressly provided otherwise. The use of the word "including" herein shall mean "including without limitation", and the term "business day" shall mean any day except a Saturday, a Sunday or any other day on which commercial banks are required or authorized to close in New York, New York. If the last day for the giving of any notice or the performance of any act required or permitted under this Agreement is a day that is not a business day, then the time for the giving of such notice or the performance of such action shall be extended to the next succeeding business day. Sellers, Buyer, Representative and their respective counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties, and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Person. The recitals are hereby incorporated herein for all purposes. The table of contents and the headings of Articles, Annexes, Exhibits and Sections of this Agreement are for convenience only, do not constitute any part of this Agreement and shall be disregarded in construing the language herein. Any reference to a statute is deemed also to refer to any amendments or successor legislation as in effect at the relevant time and any reference to any Law includes the rules and regulations promulgated thereunder. Any reference to an agreement or other document as of a given date means the agreement or other document as amended, supplemented and modified from time to time through such date. Any reference to the governing documents of a legal entity shall be deemed to include the limited liability company agreement, partnership agreement, charter, bylaws and similar documents or instruments governing the formation or organization of such legal entity and the ownership, voting, control and other rights and obligations of such entity's equityholders. "Delivered" means delivered by the delivering party and received by the receiving party. "Made available" means posted to the "DILIGENCE REQUEST: DATA ROOM (SENT 07.12.2024)" virtual data room hosted at Dropbox.com and continuously viewable by Buyer at least 48 hours prior to the date hereof.

Section 8.5 Governing Law; Waiver of Jury Trial; Jurisdiction. The Law of the State of New York shall govern (i) all controversies, claims or matters related to or arising from this Agreement (including any tort or non-Contractual claims) and (ii) any questions concerning the construction, interpretation, validity and enforceability of this Agreement, and the performance of the obligations imposed by this Agreement, in each case without giving effect to any choice-of-law or conflict-of-law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than the State of New York. Each Party hereby waives all rights to trial by jury in any Proceeding brought to resolve any dispute between any of the Parties (whether arising in Contract, tort or otherwise) arising out of, connected with, related to or incidental to this agreement, the transactions contemplated hereby or the relationships established among the parties hereunder. Each of the

Parties submits to the exclusive jurisdiction of the U.S. District Court for the Southern District of New York (where federal jurisdiction exists) or the Commercial Division of the Courts of the State of New York sitting in the County of New York (where federal jurisdiction does not exist), and the appellate courts having jurisdiction of appeals in such courts, in any Proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or Proceeding shall be heard and determined in any such court. Each Party also agrees not to bring any Proceeding arising out of or relating to this Agreement in any other court. Nothing in this Section 8.5, however, shall affect the right of any party to serve legal process in any other manner permitted by Law or at equity. Each Party agrees that a final judgment in any Proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by Law or at equity.

Section 8.6 Specific Performance. Each Party acknowledges and agrees that in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached, money damages would be inadequate (and therefore the non-breaching Party would have no adequate remedy at Law) and the non-breaching Party would be irreparably damaged. Accordingly, each Party agrees that each other Party shall be entitled to specific performance, an injunction or other equitable relief (without posting of bond or other security or needing to prove irreparable harm) to prevent a breach of this Agreement and to enforce specifically this Agreement in any Proceeding instituted in any court of competent jurisdiction (subject to the provisions set forth in Section 8.5), in addition to any other remedy to which such Person may be entitled, at Law or in equity.

Section 8.7 Prevailing Party. In any dispute arising out of or related to this Agreement, the applicable adjudicating body shall award to the prevailing Party (as determined by a court of competent jurisdiction pursuant to a final, non-appealable order), if any, the reasonable and documented out-of-pocket costs and fees (including those of attorneys, accountants, consultants and other advisors) incurred by such prevailing Party in connection with the dispute and the enforcement of its rights under this Agreement and, if such adjudicating body determines a Party to be the prevailing Party under circumstances where the prevailing Party won on some but not all of the claims and counterclaims, the adjudicating body may award the prevailing Party an appropriate percentage of the reasonable and documented out-of-pocket costs and fees incurred by the prevailing Party in connection with the adjudication and the enforcement of its rights under this Agreement.

Section 8.8 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the Parties and such successors and permitted assigns, any legal or equitable rights hereunder (other than in respect of the Buyer Persons and Seller Persons, each of which are express third-party beneficiaries of and entitled to enforce the covenants and other obligations set forth in Section 6.2 and, in the case of the Buyer Persons, Section 7.1).

Section 8.9 Reliance. Each Seller each acknowledges and agrees that the truth and accuracy of the representations and warranties set forth in Article III and Article IV were a material inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated hereby and Buyer is entitled to rely on, and is reasonably and justifiably relying on, such representations and warranties.

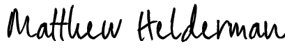
Section 8.10 Representative. Each Seller hereby appoints Representative as its exclusive agent and attorney-in-fact to act on behalf of and represent each such Seller hereunder, including the full power and authority on such Seller's behalf (i) to consummate the transactions contemplated hereby, (ii) to pay expenses incurred by such Seller or Representative in connection with the transactions contemplated hereby, (iii) to calculate any amounts payable to such Seller pursuant to this Agreement, (iv) to execute such further agreements or instruments of assignment as Buyer shall reasonably request or which Representative shall consider necessary or proper to effectuate the transactions contemplated hereby, all of

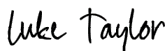
which shall have the effect of binding such Seller as if such Seller had personally executed such agreement or instrument, (v) to resolve any adjustments or issues relating to any component of the Final Purchase Price, (vi) to receive notices and other deliverables hereunder on behalf of such Seller, (vii) to execute and deliver on behalf of such Seller any amendment or waiver to this Agreement or any of the agreements contemplated hereby, (viii) to take all other actions to be taken by or on behalf of such Seller in connection with the transactions contemplated hereby, (ix) to dispute, compromise, settle and pay any claims made in connection with this Agreement and (x) to do each and every act and exercise any and all rights which such Seller is permitted or required to do or exercise under this Agreement. All decisions and actions by Representative in accordance with the terms hereof shall be binding upon all of the Sellers, and no Seller shall have the right to object, dissent, protest or otherwise contest the same. Buyer shall have the right to conclusively rely upon all actions taken or omitted to be taken by Representative in its capacity as such, without any duty or obligation to inquire into or investigate the authority of Representative to act in such capacity for all purposes hereunder, all of which actions or omissions shall be legally binding upon Sellers.

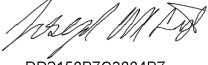
* * * * *

The Parties have caused this Membership Interest Purchase Agreement to be duly executed as of the date first above written.

SELLERS:

Signed by:

By: _____
Name: Matthew Helderman

Signed by:

By: _____
Name: Luke Taylor

DocuSigned by:

By: _____
Name: Joe Listhaus

WESLEY LAKE PARTNERS LLC

DocuSigned by:

By: _____
Name: Joe Listhaus
Its: Managing Partner

AML 2018 IRREVOCABLE TRUST UTA

DocuSigned by:

By: _____
Name: Nikki Callon
Its: Trustee

JML 2018 IRREVOCABLE TRUST UTA

DocuSigned by:

By: _____
Name: Nikki Callon
Its: Trustee

LLB 2018 IRREVOCABLE TRUST UTA

DocuSigned by:

By: _____
Name: Nikki Callon
Its: Trustee

MBL 2018 IRREVOCABLE TRUST UTA

DocuSigned by:

By: _____
Name: Nikki Callon
Its: Trustee

NLC 2018 IRREVOCABLE TRUST UTA

DocuSigned by:

By: _____
Name: Nikki Callon
Its: Trustee

ACCORD FINANCIAL, INC.

By: Irene Eddy

Name: Irene Eddy

Its: Authorized Person

By: Simon Hitzig
Name: Simon Hitzig

BUYER:

BONDIT PARENT LLC

By:  Signed by:
Name: Andrew Kotlar
Its: Authorized Signatory

REPRESENTATIVE:

ACCORD FINANCIAL, INC.

By: Irene Eddy
Name: Irene Eddy
Its: Authorized Person

ANNEX I

SCHEDULE OF SELLERS

Redacted Confidential Information regarding Sellers

EXHIBIT A

ESTIMATED CLOSING STATEMENT; CLOSING BALANCE SHEET

Redacted Confidential details of Closing purchase price and related adjustments:

Competitive and confidential information

EXHIBIT B

INSTRUMENT OF TRANSFER

_____, 2026

FOR VALUE RECEIVED, the undersigned hereby fully and irrevocably grants, conveys, sells, assigns and transfers unto BondIt Parent LLC, a Delaware limited liability company, [●] Class [A-1][A-2] Common Units in BondIt HoldCo, LLC, a California limited liability company (the “**Company**”), standing in the name of the undersigned on the books of the Company, and does hereby irrevocably constitute, authorize and appoint any officer of the Company to be the undersigned’s true and lawful attorney-in-fact to transfer said membership interest on the books of the Company with full power of substitution in the premises.

[*Seller Name*]

By: _____
Name:
Title: