United States
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 8-K

Current Report
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

March 5, 2021
Date of Report (Date of earliest event reported)

Priority Technology Holdings, Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware	**001-37872**	**47-4257046**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

2001 Westside Parkway **Suite 155** **Alpharetta,** **Georgia**	**30004**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: **(800) 935-5961**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol**	**Name of each exchange on which registered**
Common stock, $0.001 par value	PRTH	Nasdaq Global Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of (1933 §230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

Merger Agreement

On March 5, 2021, Priority Technology Holdings, Inc. (the "Company") entered into an Agreement and Plan of Merger (the "Merger Agreement") with Finxera Holdings, Inc. ("Finxera"), Prime Warrior Acquisition Corp., an indirect wholly owned subsidiary of the Company ("Merger Sub") and, solely in its capacity as the representative of the stockholders or optionholders of Finxera (the "Equityholder Representative"), Stone Point Capital LLC. Priority will acquire, through a merger of Merger Sub with and into Finxera, the Finxera business. Finxera is a provider of deposit account management payment processing services to the debt settlement industry in the United States.

The Merger Agreement provides that, among other things and on the terms and subject to the conditions of the Merger Agreement, (a) Merger Sub will merge with and into Finxera (the "Merger"), with the separate existence of Merger Sub ceasing and Finxera continuing as the surviving entity of the Merger (the "Surviving Entity"); (b) at the effective time of the Merger (the "Effective Time") each share of common stock, par value $0.01 per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into one validly issued, fully paid and non-assessable share of common stock, par value $0.01 per share, of the Surviving Entity; and (c) the shares of common stock of Finxera designated as "Class A Common Stock", "Class B Common Stock" and preferred stock "Series C Participating Preferred Stock" issued and outstanding immediately prior to the closing of the transactions contemplated by the Merger Agreement (the "Closing") will be converted into rights to receive certain cash and stock consideration and a contingent right to receive a portion of any payments made following the determination of the purchase price adjustments (a "Deferred Payment").

Consideration for the Merger will consist of a combination of cash and stock, with the purchase price comprising of: (a) $425,000,000, plus (b) the aggregate value of the current assets of the Finxera and each of its subsidiaries (the "Group Companies") less the aggregate value of the current liabilities of the Group Companies, in each case, determined on a consolidated basis without duplication, as of the close of business on the business day immediately preceding the date of the Closing (which may be a positive or negative number), plus (c) the sum of all cash and cash equivalents of the Group Companies as of the close of business on the business day immediately preceding the date of the Closing, minus (d) the amount of indebtedness of the Group Companies as of the close of the business day immediately prior to the date of the Closing, minus (e) the amount of unpaid transaction expenses, minus (f) 25% of the earnings of the Group Companies during the period between the signing of the Merger Agreement and the Closing.

Each option to purchase one or more shares of Class B Common Stock of Finxera issued pursuant to the Finxera Holdings, Inc. 2018 Equity Incentive Plan (the "Company Options"), vested as of immediately prior to the Closing (the "Vested Company Option"), that is issued and outstanding immediately prior to the Closing will be deemed to be exercised and converted into the right to receive a cash payment with respect to such Vested Company Option and a contingent right to receive a portion of any Deferred Payments.

The board of directors of the Company has unanimously (a) determined that the Merger Agreement and the transactions contemplated thereby are fair to, advisable and in the best interests of, the Company and the holders of shares of common stock, par value $0.001 per share, of the Company (the "Company Common Shares") and (b) approved and declared advisable the Merger Agreement and the transactions contemplated thereby, on the terms and subject to the conditions set forth in the Merger Agreement.

Conditions to the Merger

The completion of the Merger is subject to the satisfaction or waiver of certain customary mutual closing conditions, including (a) the expiration or termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, (b) the absence of any order, decree or ruling by any court of competent jurisdiction or other governmental entity action or action by court preventing the consummation of the transactions, (c) the receipt of Finxera stockholder approval, (d) Finxera's relationships in respect of client accounts with certain contractual counterparties are in full force and effect and none of the corresponding counterparties have indicated an intent to terminate or modify the parties' relationship in any material respect, (e) the Company Common Shares issuable in the Merger will have been authorized for listing on Nasdaq upon official notice of issuance; and (f) the Stockholders' Agreement (as defined below) and the Registration Rights Agreement (as defined below) will be in full force and effect. The obligations of each party to consummate the Merger are also conditioned upon each of the other parties' representations and warranties being true, subject to certain qualifications, all parties having performed in all material respects their obligations under the Merger Agreement, the absence of any material adverse effects and receipt of an officer's certificate certifying that each party's closing conditions under the Merger Agreement have been satisfied.

Additionally, the completion of the Merger is subject to Finxera having delivered all required consents of banking departments or other governmental entities, provided, however, that this condition may be waived upon the earlier of (i) November 12, 2021, or (ii) such date that the Company, Finxera and Finxera, Inc. (the "Licensee") mutually agree to use reasonable best efforts to eliminate the need to obtain any outstanding consents by implementing an arrangement sufficient to enable Finxera to continue operating the business in any material jurisdictions as of the date of the Closing in compliance with all applicable law without a Money Transmitter License. In the event that the condition is waived for a material jurisdiction pursuant to clause (ii) above, the Company's closing stock consideration will be reduced by $10,000,000, and if a non-material jurisdiction, Licensee will take all steps necessary to ensure compliance with applicable law.

Representations, Warranties and Covenants

The Merger Agreement contains customary representations and warranties of the Company, Merger Sub and Finxera relating to their respective businesses, financial statements and public filings, as applicable, in each case generally subject to customary materiality qualifiers. Additionally, the Merger Agreement provides for customary pre-closing covenants of the Company and Finxera, including covenants relating to conducting their respective businesses in the ordinary course and refraining from taking certain actions without the consent of the other party thereto. The Company and Finxera also agreed to use their respective reasonable best efforts to cause the Merger to be consummated and to obtain regulatory approvals or expiration or termination of waiting periods.

The Merger Agreement provides that, from the date of the Merger Agreement to the earlier of the date the Closing occurs or the termination of the Merger Agreement, Finxera will not: (a) solicit, initiate discussions or engage in any discussions relating to the possible acquisition of any material portion of the equity or assets of the Company (an "Acquisition Transaction"); (b) provide any non-public information or documentation with respect to Finxera or any of its subsidiaries relating to an Acquisition Transaction; or (c) enter into any definitive agreement effecting an Acquisition Transaction.

Termination

The Merger Agreement may be terminated by the mutual written consent of the Company and Finxera, and either the Company or Finxera may terminate the Merger Agreement if any governmental entity permanently, by final, non-appealable action, enjoins, restrains or prohibits the transactions contemplated by the Merger Agreement. The Merger Agreement may be terminated by either party thereto if (a) the other party breaches any representations or warranties, or does not comply with a covenant, contained in the Merger Agreement, and such breach is not cured, if capable of being cured, within the earlier of (i) thirty (30) days after written notice of such breach is delivered to the breaching party and (ii) two (2) business days prior to February 28, 2022, or (b) the transactions contemplated by the Merger Agreement have not been consummated by February 28, 2022, unless the failure to consummate such transactions is primarily the result of a breach by the party thereto attempting to terminate the Merger Agreement. Finxera may terminate the Merger Agreement (x) if all conditions to Closing have been satisfied or waived, (y) Finxera gives notice to the Company that Finxera will waive any unsatisfied condition and is prepared to close the transaction; and (z) the Merger is not consummated by the Company and Merger Sub within two (2) business days of the date that Finxera was ready, willing and able to consummate the Closing through such period.

If the Merger Agreement is terminated by the Company because the transactions have not been consummated by February 28, 2022, and every condition to consummate the transactions contemplated by the Merger Agreement has been satisfied and the Merger has not been consummated or if the Company is in material breach of the representations, warranties or covenants therein, then the Company may be required to pay Finxera a $22,500,000 termination fee.

Ancillary Agreements

The Merger Agreement provides that, in connection with the Closing, the Company will enter into certain ancillary agreements, including (a) a Stockholders' Agreement, by and among the Company and certain stockholders of the Company (the "Stockholders' Agreement"), pursuant to which, among other things, such parties set forth certain understandings, including with respect to certain governance matters and minority stockholder protections, and (b) an Amended and Restated Registration Rights Agreement, by and among the Company, certain stockholders of the Company, Trident Finxera Holdings LP ("Trident") and the individuals or entities listed on the schedules thereto (the "Registration Rights Agreement"), pursuant to which, among other things, the Company will amend its Registration Rights Agreement in order to provide certain rights relating to the registration of shares of Company Common Shares issued to Trident and certain stockholders of Finxera.

Support Agreement

In accordance with the terms of the Merger Agreement, Thomas C. Priore, the Thomas Priore 2019 GRAT, the Thomas C. Priore Irrevocable Insurance Trust U/A/D 1/8/2010 (the "Stockholders") and Finxera have entered into that certain Support Agreement, dated as of March 5, 2021 (the "Support Agreement"), pursuant to which each of the Stockholder (a) agrees to execute and deliver the Stockholders' Agreement and the Registration Rights Agreement on the date of the Closing and (b) after the date of the Support Agreement and prior to the date of the Closing, shall not sell, assign, transfer or otherwise dispose of any of such Stockholder's Company Common Shares, unless as a condition to such sale, assignment, transfer or other disposition, each such transferee executes and delivers a joinder agreement to the Support Agreement in a form reasonably acceptable to Finxera, provided, that such Stockholder shall be permitted to sell up to an aggregate of 5% of such Stockholder's Company Common Shares upon written notice to Finxera.

Debt Commitment Letter

On March 5, 2021, Priority Holdings, LLC ("Holdings") entered into that certain debt commitment letter (the "Debt Commitment Letter") with Truist Bank and Truist Securities, Inc. (collectively, the "Debt Commitment Parties"), pursuant to which, among other things, the Debt Commitment Parties have committed to provide Holdings with (a) $300,000,000 of term loan commitments (the "Initial Term Loan Facility"); (b) $290,000,000 of delayed draw term loan commitments (the "Delayed Draw Term Loan Facility"); and (c) a $40,000,000 revolving credit facility (the "Revolving Credit Facility" and together with the Initial Term Loan Facility and the Delayed Draw Term Loan Facility, collectively, the "Debt Financing"), in each case on the terms and subject to the conditions set forth in the Debt Commitment Letter. The proceeds of the Initial Term Loan Facility and the Revolving Credit Facility will be used, among other things, to refinance certain of Holdings' existing indebtedness, to pay fees and expenses in connection with such refinancing and for working capital and general corporate requirements. The proceeds of the Delayed Draw Term Loan Facility will be used to finance a portion of the cash consideration in connection with the Merger and to pay fees and expenses in connection therewith.

The Debt Commitment Parties' commitment to provide the Initial Term Loan Facility and the Revolving Credit Facility is subject to certain conditions, including (a) the negotiation and execution of definitive documentation in respect of the Debt Financing consistent with the Debt Commitment Letter (including certain customary closing deliverables); (b) the accuracy of certain representations and warranties in all material respects; the absence of defaults or events of default at the time borrowing; (c) prior or substantially simultaneous consummation of the transactions contemplated by the Equity Commitment Letter (as defined below); (d) delivery of certain historical and pro forma financial information in respect of the Company, Holdings and their respective subsidiaries; (e) obtaining a corporate rating from Moody's Investors Service, Inc. and Standard & Poor's Financial Services, LLC; (f) either (i) a successful marketing period in connection with the syndication of the Initial Term Loan Facility and the Revolving Credit Facility or (ii) substantially simultaneous satisfaction of the conditions precedent for the Delayed Draw Term Loan Facility; and (g) certain other customary closing conditions.

The Debt Commitment Parties' commitment to provide the Delayed Draw Term Loan Facility is subject to certain conditions, including (a) consummation of the Merger in accordance with the Merger Agreement substantially concurrently with the borrowing under the Delayed Draw Term Loan Facility; (b) the negotiation and execution of definitive documentation in respect of the Debt Financing consistent with the Debt Commitment Letter (including certain customary closing deliverables); (c) delivery of certain historical and pro forma financial information in respect of the Company and Finxera and their respective subsidiaries; (d) the absence any events which shall constitute a material adverse effect; (e) the accuracy of certain specified representations and warranties in the Merger Agreement and in the definitive documentation in respect of the Debt Financing; (f) substantially simultaneous occurrence of the receipt by Stone Point Capital LLC of common equity of the Company as merger consideration; (g) pro forma leverage below a particular threshold; and certain other customary closing conditions.

Equity Commitment Letter

On March 5, 2021, the Company entered into that certain preferred stock commitment letter (the "Equity Commitment Letter") with Ares Capital Management LLC ("ACM") and Ares Alternative Credit Management LLC ("AACM" and together with ACM, the "Equity Commitment Parties"), pursuant to which, among other things, the Equity Commitment Parties have agreed to purchase perpetual senior preferred equity securities (the "Preferred Stock") of the Company (a) to be issued in connection with the refinancing and repayment in full of certain Credit and Guaranty Agreements as described in the Equity Commitment Letter (the "Closing Date Refinancing") (the "Initial Preferred Stock" and the issuance and sale thereof and certain warrants representing 2.50% of the fully diluted Company Common Shares at the Closing, the "Initial Preferred Stock Financing") in an amount equal to (i) in the case of ACM, $90.0 million and (ii) in the case of AACM, $60.0 million, (b) to be issued in connection with the Merger (the "Acquisition Preferred Stock" and the issuance and sale thereof, the "Acquisition Preferred Stock Financing") in an amount equal to (i) in the case of ACM, $30.0 million and (ii) in the case of AACM, $20.0

million and (c) available to be issued in connection with one or more acquisitions by the Company or its subsidiaries as permitted by the Equity Commitment Letter (the "Delayed Preferred Stock" and the issuance and sale thereof, the "Delayed Preferred Stock Financing" and together with the Initial Preferred Stock Financing and the Acquisition Preferred Stock Financing, the "Preferred Stock Financing") an amount equal to (i) in the case of ACM, $30.0 million and (ii) in the case of AACM, $20.0 million.

The Company has also agreed to issue to the Equity Commitment Parties warrants to purchase shares of common stock of the Company equal to an aggregate of 2.5% of the outstanding shares of common stock at a nominal exercise price.

The Preferred Stock will require quarterly dividend payments initially equal to a LIBOR rate plus 12% per annum of the liquidation preference, of which at least LIBOR plus 5% is to be payable in cash and the remainder paid in kind. In certain circumstances, including if the Company does not pay the minimum cash dividend, the required dividend may be increased.

The Preferred Stock will be redeemable beginning two years after the first issuance of Preferred Stock at a price equal to 102% of the liquidation preference of the Preferred Stock plus any accrued and unpaid dividends or, beginning three years after the first issuance of Preferred Stock, at a price equal to the liquidation preference plus any accrued and unpaid dividends. Prior to two years after the first issuance, the Preferred Stock is redeemable at a make-whole rate. In the event of a change of control or liquidation event, the Company will be required to redeem the outstanding Preferred Stock.

The Preferred Stock will not have any voting rights except as required under Delaware law, but certain actions by the Company will require the consent of holders of a majority of the Preferred Stock. In addition, the Preferred Stock will include certain covenants restricting, among other things, restricted payments, the incurrence of indebtedness, acquisitions and investments.

The Equity Commitment Parties' commitment to provide the Initial Preferred Stock Financing is subject to certain conditions, including (a) the occurrence of the Closing Date Refinancing; (b) the Debt Financing occurring on terms consistent in all material respects with the Debt Commitment Letter; (c) delivery of certain historical and pro forma financial information in respect of the Company and its respective subsidiaries; (d) obtaining a corporate rating from Moody's Investors Service, Inc. and Standard & Poor's Financial Services, LLC; (e) execution and delivery of the definitive documentation for the Preferred Stock Financing; (f) delivery by the Company to the investors of evidence of a bound buyer-side representation and warranty insurance policy; and (g) certain other customary closing conditions.

The foregoing descriptions of the Merger Agreement, the Support Agreement, the Debt Commitment Letter and the Equity Commitment Letter, and the transactions contemplated thereby, in this Current Report on Form 8-K are only a summary and do not purport to be complete and are qualified in their entirety by reference to the full text of such agreements, copies of which are attached hereto as Exhibit 2.1 and Exhibit 10.1, Exhibit 10.2 and Exhibit 10.3 respectively, and incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off Balance Sheet Arrangement of a Registrant

The information set forth in Item 1.01 in connection with the Debt Commitment Letter is incorporated by reference into this Item 2.03.

Item 3.02 Unregistered Sales of Equity Securities

The information set forth in Item 1.01 in connection with the Merger Agreement and the Equity Commitment Letter is incorporated by reference into this Item 3.02.

Item 7.01 Regulation FD Disclosure.

On March 8, 2021, the Company and Finxera issued a joint press release announcing the execution of the Merger Agreement and the entry into the foregoing transactions. A copy of the joint press release is attached as Exhibit 99.1 hereto and is incorporated herein by reference.

In accordance with General Instruction B.2 of Form 8-K, the information set forth in this Item 7.01 and the attached Exhibit 99.1 shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

Forward-Looking Statements

This Current Report on Form 8-K, including the exhibits hereto, contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 that are subject to risks and uncertainties and are made pursuant to the safe harbor provisions of Section 27A of the Securities Act of 1993, as amended and Section 21E of the Securities Exchange Act of 1934, as amended. Where a forward-looking statement expresses or implies an expectation or belief as to future events or results, such expectation or belief is expressed in good faith and believed to have a reasonable basis. The words "believe" "continue," "could," "expect," "anticipate," "intends," "estimate," "forecast," "project," "should," "may," "will," "would" or the negative thereof and similar expressions are intended to identify such forward-looking statements. These forward-looking statements are only predictions and involve known and unknown risks and uncertainties, many of which are beyond the Company's and Finxera's control. Statements in this communication regarding the Company, Finxera, Merger Sub and the combined company that are forward-looking, including projections as to the anticipated benefits of the proposed transaction, the impact of the proposed transaction on the Company's and Finxera's business and future financial and operating results, the amount and timing of synergies from the proposed transaction, and the closing date for the proposed transaction, are based on management's estimates, assumptions and projections, and are subject to significant uncertainties and other factors, many of which are beyond the Company's and Finxera's control. These factors and risks include, but are not limited to, (a) the risk that the proposed transaction may not be completed in a timely manner or at all; (b) the failure to satisfy any of the conditions to the consummation of the proposed transaction, including failure to obtain receipt of certain regulatory approvals; (c) the occurrence of any event, change or other circumstance or condition that could give rise to the termination of the Merger Agreement; (d) the effect of the announcement or pendency of the proposed transaction on the Company's or Finxera's business relationships, operating results and business generally; (e) risks that the proposed transaction disrupts current plans and operations and the potential difficulties in employee retention as a result of the proposed transaction; (f) risks related to diverting management's attention from the Company's and Finxera's ongoing business operations; (g) the outcome of any legal proceedings that may be instituted against the Company related to the Merger Agreement or the proposed transaction, (h) unexpected costs, charges or expenses resulting from the proposed transaction; (i) uncertainties as to the Company's ability to obtain financing in order to consummate the Merger; (j) other risks described in the Company's filings with the SEC, such as its Quarterly Reports on Form 10-Q and Annual Reports on Form 10-K; and (k) other risk factors and additional information.

Item 9.01 Financial Statements and Exhibits.

Exhibit No.	Description of Exhibit
2.1†	Agreement and Plan of Merger, dated as of March 5, 2021, by and among the Company, Finxera, Merger Sub, and the Equityholder Representative.
10.1	Support Agreement, dated as of March 5, 2021, by and among the Stockholders and Finxera.
10.2	Debt Commitment Letter, dated as of March 5, 2021, between Priority Holdings, LLC and Truist Securities, Inc.
10.3	Preferred Stock Commitment Letter, dated as of March 5, 2021, among the Company and certain affiliates of Ares Capital Management LLC.
99.1	Joint Press Release, dated March 8, 2021.
99.2	Investor Presentation
104	The cover page from this Current Report on Form 8-K, formatted in Inline XBRL.

† Schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The registrant hereby undertakes to furnish supplementally copies of any of the omitted schedules upon request by the SEC.

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: March 8, 2021

PRIORITY TECHNOLOGY HOLDINGS, INC.

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

Agreement and Plan of Merger

BY AND AMONG

Finxera HOLDINGS, inc.,

PRIORITY TECHNOLOGY HOLDINGS, INC.,

PRIME WARRIOR ACQUISITION CORP.,

AND, SOLELY IN ITS CAPACITY AS THE EQUITYHOLDER REPRESENTATIVE,

STONE POINT CAPITAL LLC

DATED AS OF MARCH 5, 2021

.

TABLE OF CONTENTS

EXHIBITS

A	—	Example Statement of Net Working Capital
B	—	Example Statement of Pre-Closing Distributable Earnings
C	—	Form of Letter of Transmittal
D	—	Form of Certificate of Merger
E	—	Form of Escrow Agreement
F	—	Form of Stockholders' Agreement
G	—	Form of Registration Rights Agreement
H	—	Priore Support Agreement
I	—	Parent's Charter

AGREEMENT and plan of merger

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of March 5, 2021, is made by and among Finxera Holdings, Inc., a Delaware corporation (the "Company"), Priority Technology Holdings, Inc., a Delaware corporation ("Parent"), Prime Warrior Acquisition Corp., a Delaware corporation and wholly owned indirect subsidiary of Parent ("Merger Sub"), and, solely in its capacity as the representative of the Equityholders (as defined herein), Stone Point Capital LLC, a Delaware limited liability company (the "Equityholder Representative"). The Company, Parent, Merger Sub and the Equityholder Representative shall be referred to herein from time to time collectively as the "Parties".

RECITALS:

WHEREAS, Parent, Merger Sub and the Company wish to effect a business combination through a merger of Merger Sub with and into the Company on the terms and conditions set forth in this Agreement and in accordance with the Delaware General Corporation Law (the "DGCL");

WHEREAS, the Company's Board of Directors (the "Company Board"), Parent's Board of Directors (the "Parent Board") and Merger Sub's Board of Directors (the "Merger Sub Board") have each determined that the Merger is advisable to, fair to and in the best interests of their respective stockholders upon the terms and subject to the conditions set forth in this Agreement and in accordance with the DGCL; and

WHEREAS, (a) the Company Board, the Parent Board and the Merger Sub Board have each approved the Merger and (b) the Company Board and the Merger Sub Board have recommended that their respective stockholders approve and adopt this Agreement, in each case, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby intending to be legally bound agree as follows:

Article 1.

CERTAIN DEFINITIONS

Section a. Certain Definitions

. As used in this Agreement, the following terms have the respective meanings set forth below.

"20-Day VWAP" means, for the Parent Common Shares as of any specified date(s), the dollar volume-weighted average price for such Parent Common Shares on the principal securities exchange or securities market on which such Parent Common Shares are then listed during the period beginning at 9:30:01 a.m., New York time, and ending at 4:00:00 p.m., New York time, as reported by Bloomberg through its "HP" function (set to weighted average) or, if the

foregoing does not apply, the dollar volume-weighted average price of such Parent Common Shares in the over-the-counter market on the electronic bulletin board for such Parent Common Shares during the period beginning at 9:30:01 a.m., New York time, and ending at 4:00:00 p.m., New York time, as reported by Bloomberg, through its "HP" function, or if no dollar volume-weighted average price is reported for such Parent Common Shares by Bloomberg for such hours, the average of the highest closing bid price and the lowest closing ask price of any of the market makers for such Parent Common Shares as reported by OTC Markets Group Inc., in each case for the twenty (20) trading days ending on such specified date. If the 20-Day VWAP cannot be calculated for such Parent Common Shares on such date(s) on any of the foregoing bases, the 20-Day VWAP of such Parent Common Shares on such date(s) shall be the fair market value thereof on such date(s) as reasonably determined by a nationally recognized independent investment banking firm mutually agreed between Parent and the Equityholder Representative.

"280G Shareholder Approval Requirements" has the meaning set forth in Section 5.14(b).

"Accounting Firm" has the meaning set forth in Section 2.8(e)(ii).

"Accounting Principles" means the principles, practices, methodologies and procedures used by the Group Companies in the preparation of the Most Recent Financial Statements.

"Acquisition Transaction" has the meaning set forth in Section 5.7.

"Action" has the meaning set forth in Section 9.13.

"Actual Adjustment" means an amount, which may be a positive or negative number, equal to (a) the Purchase Price as finally determined pursuant to Section 2.8(e), minus (b) the Estimated Purchase Price.

"Actual Shares Outstanding" means the aggregate number of Shares outstanding as of immediately prior to the Effective Time.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto. Notwithstanding the foregoing, in the case of the Group Companies and the Stockholders, the term "Affiliate" shall not include other "portfolio companies" of funds managed by Stone Point Capital LLC.

"Aggregate Option Exercise Price" means the aggregate exercise price that would be payable to the Company in respect of all Vested Company Options had such Vested Company Options been exercised in full (and assuming concurrent payment in full of the exercise price of each such Vested Company Option solely in cash), immediately prior to the Closing.

"Aggregate Shares Deemed Outstanding" means the sum of (a) the Actual Shares Outstanding, plus (b) the aggregate number of Shares issuable in respect of all Vested Company Options outstanding as of immediately prior to the Effective Time (assuming concurrent payment in full of the Aggregate Option Exercise Price solely in cash).

"Agreement" has the meaning set forth in the preamble to this Agreement.

"Allocation Schedule" has the meaning set forth in Section 2.8(b).

"Alternative Arrangement" has the meaning set forth in Section 5.4(e).

"Alternative Commitment Letter" has the meaning set forth in Section 5.12(b).

"Alternative Financing" has the meaning set forth in Section 5.12(b).

"Anti-Money Laundering Laws" has the meaning set forth in Section 3.13(e).

"Antitrust Laws" means all U.S. federal, state, provincial and foreign, if any, statutes, rules, regulations, orders, decrees, administrative and judicial doctrines and other Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

"Audited Financial Statements" has the meaning set forth in Section 3.5.

"Bank Relationships" means relationships in respect of client accounts with the Financial Institutions listed on Schedule 1.1(a) of the Company Disclosure Letter.

"Base Amount" means $425,000,000.

"Bribery Legislation" has the meaning set forth in Section 3.13(g).

"Business" means the business of the Group Companies.

"Business Day" means a day, other than a Saturday or Sunday, on which commercial banks in New York City are open for the general transaction of business.

"Business Information Technology" has the meaning set forth in Section 3.12(g).

"Capped Number of Parent Shares" has the meaning set forth in Section 5.24.

"CARES Act" means the Coronavirus Aid, Relief and Economic Security Act.

"Cash and Cash Equivalents" means the sum (expressed in United States dollars) of all cash and cash equivalents (including marketable securities, checks, bank deposits and short term investments) of the Group Companies (other than (i) Restricted Cash, (ii) the then remaining holdback as of the Closing Date described on Schedule 1.1(e) of the Company Disclosure Letter and (iii) $2,000,000 in respect of the items set forth on Schedule 1.1(d) of the Company Disclosure Letter) whether foreign or domestic as of the close of business on the Business Day

immediately preceding the Closing Date, in each case, calculated in accordance with the Accounting Principles.

"Cash Balance Plan" means the Finxera Cash Balance Plan.

"Cash Consideration Amount" means (a) if Company Financeable EBITDA is greater than $52,400,000, $375,000,000, (b) if Company Financeable EBITDA is less than or equal to $51,4000,000, $365,000,000 or (c) if Company Financeable EBITDA is greater than $51,400,000 but less than or equal to $52,400,000, an amount equal to (i) $365,000,000 plus (ii) the product of (A) $10,000,000 and (B) a fraction, (1) the numerator of which is the excess of Company Financeable EBITDA over $51,400,000 and (2) the denominator of which is $1,000,000; provided, however, that (x) if Parent Per Share Common Stock Price is less than or equal to $7.00 (subject to clause (y) below), Parent may, in its sole and absolute discretion, increase the Cash Consideration Amount by an amount not to exceed $25,000,000 (provided that such increase would not delay the timing of Closing in accordance with Section 2.2) and (y) the Cash Consideration Amount may be increased pursuant to Section 5.24, if applicable.

"Certificate of Merger" has the meaning set forth in Section 2.3.

"Change of Control Payments" means (a) any sale bonus, retention bonus, transaction bonus or other similar payment or benefit that becomes due or payable by the Company or any of its Subsidiaries to any present or former director, employee, officer, consultant or independent contractor of any Group Company, in each case as a result of, or upon, the execution and delivery of this Agreement or the consummation of the transactions contemplated by this Agreement, including the portion of any bonus payable in cash by the Company as described on Schedule 5.1(iii); and (b) the employer portion of employment Taxes on any payment (assuming, for this purpose, that each such Person's wages exceed the applicable Social Security wage base) described in clause (a); provided, however, that "Change of Control Payments" exclude (i) any Option Cash Payment in respect of Vested Company Options, and (ii) any amounts payable as a result of any action taken or arrangement implemented by or at the direction of Parent or any of its Affiliates (including from and after the Closing, the Surviving Entity or any of its Subsidiaries).

"Class A Company Common Shares" has the meaning set forth in Section 3.2(a).

"Class B Company Common Shares" has the meaning set forth in Section 3.2(a).

"Closing" has the meaning set forth in Section 2.2.

"Closing Cash Consideration" means (a) the Cash Consideration Amount plus (b) the Estimated Cash and Cash Equivalents minus (c) the Estimated Closing Date Indebtedness minus (d) the Estimated Unpaid Transaction Expenses minus (e) the Parent Portion of Pre-Closing Distributable Earnings minus (f) the Equityholder Representative Expense Amount.

"Closing Date" has the meaning set forth in Section 2.2.

"Closing Date Indebtedness" means the Indebtedness of the Group Companies as of the close of business on the Business Day immediately prior to the Closing Date.

"Closing Parent Stock Consideration" means a number of shares of Parent Common Shares equal to the quotient of (a) (i) the Estimated Purchase Price minus (ii) the Purchase Price Escrow Amount minus (iii) the Closing Cash Consideration, minus (iv) if applicable, $10,000,000 as set forth in Section 6.1(d), divided by (b) the Parent Common Stock Per Share Price; provided, however, that the Closing Parent Stock Consideration may be reduced pursuant to Section 5.24, if applicable.

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

"Commercial Software" means Software that is generally available for license to the public and has an annual license fee of one hundred thousand Dollars ($100,000) or less per copy, instance, seat or user, and that has been licensed pursuant to standard end-user licenses that do not include negotiated terms.

"Company" has the meaning set forth in the preamble to this Agreement.

"Company Benefit Plan" means each employee benefit plan, program, policy, practices, or other arrangement providing benefits, whether or not written, including (a) each "employee benefit plan" (as such term is defined in Section 3(3) of ERISA), (b) each contract for the employment or engagement of any individual on a full-time, part-time, consulting or other basis providing annual base salary, and (c) each bonus, incentive, deferred compensation, retiree medical or life insurance, supplemental retirement, severance, vacation, paid time-off, equity-based compensation, change of control (including all Change of Control Payments), advance or loan, fringe benefit and any other benefit plans, programs or arrangements (including with respect to equity), in each case, for the benefit of current or former employees, directors or independent contractors (or any beneficiary or dependent thereof) of any Group Company or for which any Group Company has any liability (contingent or otherwise). For the avoidance of doubt, Company Benefit Plan does not include any employee benefit plan, program, policy, practices, or other arrangement sponsored by a professional employer organization.

"Company Board" has the meaning set forth in the recitals to this Agreement.

"Company Common Shares" has the meaning set forth in Section 3.2(a).

"Company Disclosure Letter" has the meaning set forth in Article 3.

"Company Financeable EBITDA" means the Consolidated EBITDA (as defined in the Credit Facility) of the Group Companies for the twelve (12) month period ending June 30, 2021, used to determine the Total Net Leverage Ratio pursuant to the Credit Facility as reported on the compliance certificate for the fiscal quarter ended June 30, 2021 delivered by the Company to its lenders.

"Company Material Adverse Effect" means any event, effect, circumstance or development that, individually or in the aggregate, has had or would (i) reasonably be expected to have a material adverse effect upon the financial condition, business or results of operations of the Group Companies, taken as a whole, or (ii) reasonably be expected to prevent or materially impair the ability of the Company to consummate the transactions contemplated by this Agreement; provided, however, that no event, effect, circumstance or development, to the extent resulting from any of the following (or the results thereof) shall constitute or be taken into account, either alone or in combination, in determining whether a Company Material Adverse Effect has occurred: (a) conditions generally affecting the United States or global economy or credit, securities, currency, financial, banking or capital markets (including any disruption thereof and any decline in the price of any security or any market index) in the United States or elsewhere in the world, (b) any change generally affecting the industries in which the Group Companies operate, (c) any national or international political or social conditions, including the threatening or engagement in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States or any other country or jurisdiction in which any of the Group Companies operate or any of their respective territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel, or any epidemic or pandemic (including the COVID-19 pandemic and any Governmental Entity's response thereto), (d) changes in GAAP, (e) changes in any applicable Law, (f) any earthquake, natural disaster or other force majeure event, (g) the announcement or pendency of the transactions contemplated by this Agreement (including by reason of the identity of Parent or its Affiliates or any communication by Parent or any of its Affiliates regarding its plans or intentions with respect to the business of any Group Company, and including the impact thereof on relationships with customers, suppliers, distributors, partners or employees or others having relationships with any Group Company), or (h) except as set forth on Schedule 1.1(f) of the Company Disclosure Letter, the compliance with the express terms of this Agreement or the taking of any action required by this Agreement or taken with the prior consent of Parent, including the impact thereof; and provided further, however, that the events set forth in the foregoing clauses (a), (b), (c), (d) and (e) may be taken into account in determining whether there has been a Company Material Adverse Effect to the extent that such events have a disproportionate adverse effect on the Group Companies, taken as a whole, or their business relative to other participants in the industry in which the Group Companies operate.

"Company Option" means any option to purchase one (1) or more Class B Company Common Shares issued pursuant to the Option Plan.

"Company Preferred Shares" has the meaning set forth in Section 3.2(a).

"Company Securities" has the meaning set forth in Section 3.2(b).

"Company Stockholder Written Consent" has the meaning set forth in Section 5.14(a).

"Company Subsidiary" means a Subsidiary of the Company.

"Company's Knowledge" means, as it relates to the Company or any other Group Company, as of the applicable date, the actual knowledge of Sanjoy Goyle, Prashant Gupta, John

Lawrence and Praveer Kumar, each such individual having made reasonable inquiries with respect to relevant subject matters.

"Confidentiality Agreement" means that certain Confidentiality Agreement, dated as of October 29, 2020, by and between the Equityholder Representative and Parent.

"Consent" means any consent, approval, authorization, waiver, permit, grant, franchise, concession, agreement, license, certificate, exemption, order, registration, declaration, filing, report or notice of, with or to any Person.

"Controlled Group Liability" means any and all liabilities (a) under Title IV of ERISA, (b) under Section 302 of ERISA, (c) under Sections 412 and 4971 of the Code, (d) as a result of a failure to comply with the continuation coverage requirements of Section 601 et seq. of ERISA and Section 4980B of the Code, and (e) under corresponding or similar provisions of foreign Laws, other than such liabilities that arise solely out of, or relate solely to, the Company Benefit Plans listed in Schedule 3.11(a) of the Company Disclosure Letter.

"COVID-19" means the novel coronavirus known as SARS-CoV-2 or COVID-19, and any evolutions or mutations thereof or related or associated epidemics, pandemics or disease outbreaks.

"COVID-19 Tax Obligations" means any deferral of employment and withholding Taxes of the Group Companies for the 2020 taxable year for which payment is not required until after the Closing by reason of Section 2302 of the CARES Act or the Payroll Tax Order.

"Credit Facility" means that certain Credit Agreement, dated as of August 27, 2019, by and among the Company (as Holdings), Finxera Intermediate, LLC (as Borrower), SunTrust Bank (as Administrative Agent, L/C Issuer and Swing Line Lender), the lenders party thereto and the other parties party thereto, as amended by that certain Amendment No. 1 to Credit Agreement, dated as of February 14, 2020, as further amended, restated, supplemented, refinanced or otherwise modified from time to time.

"Current Representation" has the meaning set forth in Section 9.16.

"Debt Commitment Letter" has the meaning set forth in Section 4.14.

"Debt Fee Letter" has the meaning set forth in Section 4.14.

"Debt Financing" has the meaning set forth in Section 4.14.

"Debt Financing Commitment" has the meaning set forth in Section 4.14.

"Debt Financing Sources" means each Person, in its capacity as such, that has committed to provide or arrange or otherwise entered into agreements to provide Debt Financing or any alternative debt financing in connection with the transactions contemplated by this Agreement and the other Transaction Documents, together with each Affiliate thereof and each officer, director, employee, partner, trustee, controlling Person, advisor, attorney, agent and

representative of each such entity or Affiliate and their respective successors and assigns. Parent and Merger Sub and their respective Affiliates shall not be considered Debt Financing Sources.

"Debt Payoff Letters" has the meaning set forth in Section 5.11.

"Debt Settlement Provider" has the meaning set forth in Section 3.8(a)(xv).

"Deferred Payments" has the meaning set forth in Section 2.6(f).

"Definitive Financing Agreements" has the meaning set forth in Section 5.12(a).

"Designated Person" has the meaning set forth in Section 9.16.

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

"Disclosed Conditions" has the meaning set forth in Section 4.14.

"Disqualified Individual" has the meaning set forth in Section 5.14(b).

"Dissenting Shares" has the meaning set forth in Section 2.11.

"DSP Relationship" means the relationship with the Debt Settlement Provider listed on Schedule 1.1(b) of the Company Disclosure Letter.

"Earnings Statement" has the meaning set forth in Section 5.3(b).

"Effective Time" has the meaning set forth in Section 2.3.

"Enforceability Exceptions" has the meaning set forth in Section 3.1(a).

"Environmental Laws" means all Laws concerning pollution or protection of the environment or human health and safety (as related to exposure to hazardous substances), including all those relating to the generation, handling, transportation, treatment, storage, disposal, distribution, labeling, discharge, release, control, or cleanup of any hazardous materials.

"Equity Commitment Letter" has the meaning set forth in Section 4.14.

"Equity Fee Letter" has the meaning set forth in Section 4.14.

"Equity Financing" has the meaning set forth in Section 4.14.

"Equity Financing Commitment" has the meaning set forth in Section 4.14.

"Equity Financing Sources" means each Person, in its capacity as such, that has committed to provide or arrange or otherwise entered into agreements to provide the Equity Financing in connection with the transactions contemplated by this Agreement and the other Transaction Documents, together with each Affiliate thereof and each former, current and future officer, director, employee, partner, trustee, member, manager, general or limited partner,

management company, investment vehicle, controlling Person, advisor, attorney, agent and representative of each such entity or Affiliate and their respective successors and assigns. For the avoidance of doubt, Parent and Merger Sub and their respective Affiliates shall not be considered Equity Financing Sources.

"Equityholder" means any Stockholder or Optionholder.

"Equityholder Percentage Interest" means, with respect to each Equityholder, the percentage set forth across from such Equityholder's name on the Allocation Schedule under the heading "Equityholder Percentage Interest".

"Equityholder Representative" has the meaning set forth in the preamble to this Agreement.

"Equityholder Representative Expense Account" has the meaning set forth in Section 2.8(c)(i).

"Equityholder Representative Expense Amount" has the meaning set forth in Section 2.8(c)(i).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means, any Person which together with a Group Company, is, or was at the relevant time, treated as a "single employer" under Section 414(b), (c), (m), or (o) of the Code or Section 4001(a)(14) of ERISA.

"Escrow Agent" means JPMorgan Chase Bank, N.A.

"Escrow Agreement" has the meaning set forth in Section 2.8(c)(i).

"Escrow Shares" means, at any time, the Parent Common Shares then remaining in the Purchase Price Escrow Account.

"Estimated Cash and Cash Equivalents" has the meaning set forth in Section 2.8(a).

"Estimated Closing Date Indebtedness" has the meaning set forth in Section 2.8(a).

"Estimated Net Working Capital Adjustment" has the meaning set forth in Section 2.8(a).

"Estimated Pre-Closing Distributable Earnings" has the meaning set forth in Section 2.8(a).

"Estimated Purchase Price" means a good faith estimate of the Purchase Price, as determined by the Company and as set forth on the Estimated Statement. In connection with determining the Estimated Purchase Price, the Company shall use the actual Base Amount, the Estimated Closing Date Indebtedness, the Estimated Cash and Cash Equivalents, the Estimated

Unpaid Transaction Expenses, the Estimated Net Working Capital Adjustment and the Estimated Pre-Closing Distributable Earnings.

"Estimated Statement" has the meaning set forth in Section 2.8(a).

"Estimated Unpaid Transaction Expenses" has the meaning set forth in Section 2.8(a).

"Example Statement of Net Working Capital" means the example statement of Net Working Capital, prepared in accordance with the Accounting Principles and attached hereto as Exhibit A.

"Example Statement of Pre-Closing Distributable Earnings" means the example statement of Pre-Closing Distributable Earnings, prepared in accordance with the Accounting Principles and attached hereto as Exhibit B.

"Excess Number of Parent Shares" means a number of Parent Common Shares equal to (a) the Closing Parent Stock Consideration minus (b) the Capped Number of Parent Shares.

"Excess Parachute Payments" has the meaning set forth in Section 5.14(b)(i).

"Excess Parachute Waiver" has the meaning set forth in Section 5.14(b)(i).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Existing Account Relationships" means the financial institutions that hold the interest-bearing deposit accounts of the Group Companies as of the Closing Date.

"Existing Company Stockholders' Agreement" means that certain Stockholders Agreement of Finxera Holdings, Inc., dated as of November 2, 2018, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Extended Lookback Date" means the date that is five (5) years prior to the date hereof.

"Financial Institution" has the meaning set forth in Section 3.8(a)(i).

"Financial Statements" has the meaning set forth in Section 3.5.

"Financing" has the meaning set forth in Section 4.14.

"Financing Commitments" has the meaning set forth in Section 4.14.

"Fraud" means common Law fraud under Delaware Law.

"Funded Indebtedness" of the Group Companies means, as of any time, without duplication, the outstanding principal amount of, accrued and unpaid interest on, and any prepayment penalties and fees and expenses, in each case, due as a result of the consummation of the transactions contemplated by this Agreement, consisting of: (a) indebtedness for borrowed money (including under the Credit Facility) or indebtedness issued in substitution or exchange

for borrowed money, and (b) indebtedness evidenced by any note, bond, debenture or other debt security. Notwithstanding the foregoing, "Funded Indebtedness" shall not include any (i) obligations under operating leases or capitalized leases, (ii) undrawn letters of credit (including any that are outstanding under the Credit Facility), (iii) obligations under any interest rate swap, currency swap, forward currency or interest rate contracts or other interest rate or currency hedging arrangements (other than breakage costs payable upon termination thereof on the Closing Date) or (iv) amounts included as Unpaid Transaction Expenses or any amounts or obligations to the extent incurred by, or at the direction of, Parent, Merger Sub or any of their respective Affiliates, including for the purpose of obtaining any financing in connection with the transactions contemplated by this Agreement.

"GAAP" means United States generally accepted accounting principles.

"Governmental Entity" means any domestic or foreign national, U.S. federal, state or local governmental, regulatory or administrative authority, agency, division, instrumentality or commission or any judicial or arbitral body.

"Group Companies" means, collectively, the Company and each of its Subsidiaries.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"Indebtedness" means, as of any time, without duplication, (a) Funded Indebtedness, (b) all obligations of the type referred to in the definition of "Funded Indebtedness" of any Person other than any Group Company the payment of which any Group Company is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including any guarantee of such obligations (other than obligations of the Company in respect of any of its Subsidiaries and obligations of any Company Subsidiary in respect of any other Group Company), (c) capitalized lease obligations of any Group Company (if any) as determined in accordance with the Accounting Principles, (d) breakage costs payable upon termination on the Closing Date of any obligations of any Group Company under interest rate swap, currency swap, forward currency or interest rate contracts or other interest rate or currency hedging arrangements, (e) the deferred purchase price of property (including any earn-out obligations) of any Group Company but excluding the items set forth on Schedule 1.1(d) of the Company Disclosure Letter and excluding any trade payables and accrued expenses arising in the Ordinary Course of Business, (f) all reimbursement obligations in respect of drawn letters of credit issued for the account of any Group Company (but for the avoidance of doubt excluding any obligations in respect of undrawn letters of credit), and (g) Pre-Closing Tax Liabilities, in each case, outstanding as of such time. Notwithstanding the foregoing, "Indebtedness" does not include (i) any intercompany obligations solely between or among the Group Companies, (ii) any Transaction Expenses, (iii) any accounts payable or other current liabilities to the extent accounted for in the calculation of Net Working Capital, (iv) any obligations under any real property leases, (v) any amounts available under debt instruments to the extent undrawn or uncalled (including undrawn letters of credit) and (vi) any amounts or obligations to the extent incurred by, or at the direction of, Parent, Merger Sub or any of their respective Affiliates, including, for the purpose of obtaining any financing in connection with the transactions contemplated by this Agreement.

"Information Privacy and Security Laws" means (a) all applicable Laws relating to the Processing of Personal Information or otherwise relating to privacy, data protection, cyber security, breach notification or data localization, including Part 500 of the regulations administered by the New York State Department of Financial Services, (b) contractual obligations of the Group Companies, including with respect to PCI-DSS (the Payment Card Industry - Data Security Standard), and (c) all policies, notices, and other disclosures of the Group Companies relating to the Processing of Personal Information, including any regulations promulgated by any Governmental Entity thereunder.

"Information Technology" means any computer systems (including computers, screens, servers, workstations, routers, hubs, switches, networks, data communications lines, hardware and other information technology equipment), Software and telecommunications systems.

"Initial Valuation Date" means the twentieth (20^{th}) trading day immediately following the public announcement of the transactions contemplated by this Agreement.

"Intellectual Property Rights" means all intellectual property rights, including: (a) all patents, inventions, utility, models and industrial design registrations and applications (including any continuations, divisionals, continuations-in-part, provisionals, renewals, reissues, re-examinations and applications for any of the foregoing); (b) all trademarks, service marks, trade names, slogans, logos, trade dress, Internet domain names, social media accounts, web sites and similar designations of source or origin, including all registrations or applications for registration of the foregoing; (c) copyrights and copyrightable works, including registered copyrights and applications therefor; (d) Software; and (e) trade secrets and other confidential information, including know-how, processes, methods, techniques, business and marketing plans, and customer and supplier lists.

"Interim Period" means the period beginning on the date hereof and ending as of the Closing.

"IP Agreements" has the meaning set forth in Section 3.12(c).

"IRS" means the Internal Revenue Service.

"KLNF" has the meaning set forth in Section 9.16.

"Law" means U.S. federal, state, local or foreign law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Entity.

"Leased Real Property" has the meaning set forth in Section 3.7(b).

"Leases" has the meaning set forth in Section 3.7(b).

"Lenders" has the meaning set forth in Section 4.14.

"Letter of Transmittal" means the letter of transmittal, substantially in the form attached hereto as Exhibit C.

"Licensee" means Finxera, Inc.

"Licensee Consent" means a Consent of a state banking department, or other Governmental Entity of a state, in a state in which Licensee provides regulated services by Permit issued by such state banking department or other Governmental Entity of such state. For the avoidance of doubt, "Licensee Consent" shall include any verbal or written assurance reasonably acceptable to Parent from the applicable Governmental Entity that a formal Consent is forthcoming and no adverse action related to the failure to obtain such formal Consent will be taken against the Company, Licensee or Parent in connection with the continued conduct of the operations of the Licensee in the applicable jurisdiction notwithstanding the pendency of any such formal Consent.

"Lien" means any mortgage, pledge, security interest, encumbrance, lien, charge or any other burden, option or encumbrance of any kind. For the avoidance of doubt, the term "Lien" shall not be deemed to include any non-exclusive license of Intellectual Property Rights.

"Lookback Date" means the date that is three (3) years prior to the date hereof.

"Material Bank Agreements" has the meaning set forth in Section 3.8(a).

"Material Contracts" has the meaning set forth in Section 3.8(a).

"Material Jurisdictions" means those jurisdictions in which Licensee provides regulated services by Permit issued by state banking departments, or other Governmental Entities of states, that represent, in the aggregate, 90% or more of the new client enrollments of Licensee in the United States for the twelve (12) months ended September 30, 2020, including, for the avoidance of doubt, the California Department of Business Oversight and the New York State Department of Financial Services.

"Material Vendors" has the meaning set forth in Section 3.9.

"Merger" has the meaning set forth in Section 2.1.

"Merger Sub" has the meaning set forth in the preamble to this Agreement.

"Merger Sub Board" has the meaning set forth in the recitals to this Agreement.

"Money Transmitter License" has the meaning set forth in Section 5.4(e).

"Most Recent Financial Statements" has the meaning set forth in Section 3.5.

"Multiemployer Plan" has the meaning set forth in Section 3(37) of ERISA or Section 4001(a)(3) of ERISA.

"Nasdaq" means the Nasdaq Global Select Market.

"Net Working Capital" means, with respect to the Group Companies, the aggregate value of the current assets of the Group Companies less the aggregate value of the current liabilities of the Group Companies, in each case, determined on a consolidated basis without duplication, as of the close of business on the Business Day immediately preceding the Closing Date and calculated in accordance with the Accounting Principles and comprised of only those current assets and those current liabilities set forth in the Example Statement of Net Working Capital. For the avoidance of doubt, Net Working Capital shall not include any item taken into account in Cash and Cash Equivalents, Closing Date Indebtedness, Transaction Expenses, the Parent Portion of Pre-Closing Distributable Earnings or the item set forth on Schedule 3.6 of the Company Disclosure Letter.

"Net Working Capital Adjustment" means (a) the amount by which Net Working Capital exceeds the Target Net Working Capital or (b) the amount by which Net Working Capital is less than the Target Net Working Capital, in each case, if applicable; provided, however, that any amount which is calculated pursuant to clause (b) shall be deemed to be and expressed as a negative number.

"Non-Party Affiliates" has the meaning set forth in Section 9.15.

"Option Cash Payment" has the meaning set forth in Section 2.8(c)(v).

"Option Plan" means the Finxera Holdings, Inc. 2018 Equity Incentive Plan (as amended, restated and/or modified from time to time).

"Optionholder" means each holder of Company Options.

"Ordinary Course of Business" means the usual and ordinary course of normal operations of the business of the Group Companies as a whole, consistent with the Group Companies' past practices through the date of this Agreement.

"Organizational 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 "Organizational Documents" of a corporation are its certificate of incorporation and by-laws, the "Organizational Documents" of a limited partnership are its limited partnership agreement and certificate of limited partnership and the "Organizational Documents" of a limited liability company are its operating agreement and certificate of formation.

"Owned Intellectual Property" has the meaning set forth in Section 3.12(a).

"Parent" has the meaning set forth in the preamble to this Agreement.

"Parent Arrangements" has the meaning set forth in Section 5.14(b)(iii).

"Parent Balance Sheet Date" has the meaning set forth in Section 4.7.

"Parent Board" has the meaning set forth in the recitals to this Agreement.

"Parent Common Shares" has the meaning set forth in Section 4.4.

"Parent Common Shares Issuance" has the meaning set forth in Section 2.8(d)(ii).

"Parent Common Stock Per Share Price" means the arithmetic average of (i) the 20-Day VWAP on the Initial Valuation Date and (ii) the 20-Day VWAP on the last trading day preceding the Closing Date; provided, however, that the Parent Common Stock Per Share Price may be increased pursuant to Section 5.24, if applicable.

"Parent Disclosure Letter" has the meaning set forth in Article 4.

"Parent Material Adverse Effect" means any event, effect, circumstance or development that, individually or in the aggregate, has had or would (i) reasonably be expected to have a material adverse effect upon the financial condition, business or results of operations of Parent and its Subsidiaries, taken as a whole or (ii) reasonably be expected to prevent or materially impair the ability of Parent to consummate the transactions contemplated by this Agreement; provided, however, that no event, effect, circumstance or development to the extent resulting from any of the following (or the results thereof) shall constitute or be taken into account, either alone or in combination in determining whether a Parent Material Adverse Effect has occurred: (a) conditions generally affecting the United States or global economy or credit, securities, currency, financial, banking or capital markets (including any disruption thereof and any decline in the price of any security or any market index) in the United States or elsewhere in the world, (b) any change generally affecting the industries in which Parent and its Subsidiaries operate, (c) any national or international political or social conditions, including the threatening or engagement in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States or any other country or jurisdiction in which Parent and its Subsidiaries operate or any of their respective territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel, or any epidemic or pandemic (including the COVID-19 pandemic and any Governmental Entity's response thereto), (d) changes in GAAP, (e) changes in any applicable Law, (f) any earthquake, natural disaster or other force majeure event, (g) the announcement or pendency of the transactions contemplated by this Agreement (including by reason of the identity of the Group Companies), or (h) the compliance with the express terms of this Agreement or the taking of any action required by this Agreement or taken with the prior written consent of the Company, including the impact thereof; and provided further, however, that the events set forth in the foregoing clauses (a), (b), (c), (d) and (e) may be taken into account in determining whether there has been a Parent Material Adverse Effect to the extent that such events have a disproportionate adverse effect on Parent and its Subsidiaries, taken as a whole, or their business relative to other participants in the industry in which Parent and its Subsidiaries operate.

"Parent Portion of Pre-Closing Distributable Earnings" means an amount equal to twenty-five percent (25%) of the Pre-Closing Distributable Earnings.

"Parent Related Parties" has the meaning set forth in Section 7.2(d).

"Parent SEC Documents" has the meaning set forth in Section 4.5.

"Parent's Charter" means the Second Amended and Restated Certificate of Incorporation of M I Acquisitions, Inc., attached hereto as Exhibit I.

"Parent's Knowledge" means, as it relates to Parent or any of its Subsidiaries, as of the applicable date, the actual knowledge of Thomas Priore and Michael Vollkommer, each such individual having made reasonable inquiries with respect to the relevant subject matters.

"Parties" has the meaning set forth in the preamble to this Agreement.

"Paying Agent" has the meaning set forth in Section 2.10(a).

"Payment Fund" has the meaning set forth in Section 2.10(a).

"Payroll Tax Order" means the Memorandum on Deferring Payroll Tax Obligations in Light of the Ongoing COVID-19 Disaster, dated August 8, 2020.

"Per Share Closing Cash Consideration" means an amount equal to the quotient of (a) (i) the Closing Cash Consideration minus (ii) the aggregate Option Cash Payments paid pursuant to Section 2.8(c)(v), divided by (b) the Actual Shares Outstanding.

"Per Share Closing Parent Stock Consideration" means a number of Parent Common Shares equal to (a) the Closing Parent Stock Consideration divided by (b) the Actual Shares Outstanding, as such aggregate number may be affected by rounding as contemplated by Section 2.8(d).

"Per Share Optionholder Closing Consideration" means an amount equal to the quotient of (a)(i) the sum of (A) the Closing Cash Consideration plus (B) the product of the Closing Parent Stock Consideration times the Parent Common Stock Per Share Price, plus (ii) the Purchase Price Escrow Amount plus (iii) the Aggregate Option Exercise Price, divided by (b) the Aggregate Shares Deemed Outstanding.

"Permits" means all permits, licenses, Consents, privileges, authorizations, registrations, filings, concessions, grants, franchises, certificates, exemptions, variances, waivers and other approvals issued or required by any Governmental Entity.

"Permitted Liens" means (a) mechanic's, materialmen's, carriers', repairers' and other Liens arising or incurred in the Ordinary Course of Business for amounts that are not yet delinquent or are being contested in good faith, (b) Liens for current Taxes, assessments or other governmental charges not yet due and payable as of the Closing Date or which are being contested in good faith by appropriate proceedings and for which adequate reserves have been established on the Financial Statements in accordance with GAAP, (c) encumbrances and restrictions on real property (including easements, covenants, rights of way and similar restrictions of record) that do not materially interfere with the Group Companies' present uses or

occupancy of such real property, (d) Liens securing the obligations of the Group Companies under the Credit Facility, (e) Liens granted to any lender at the Closing in connection with any financing by Parent of the transactions contemplated hereby, (f) zoning, building codes and other land use Laws regulating the use or occupancy of real property or the activities conducted thereon which are imposed by any Governmental Entity having jurisdiction over such real property and which are not violated by the current use or occupancy of such real property or the operation of the business of the Group Companies, (g) matters that would be disclosed by an accurate survey or inspection of the real property and (h) other Liens on real or tangible property that are not material in amount or nature.

"Person" means an individual, partnership, corporation, limited liability company, joint stock company, unincorporated organization or association, trust, joint venture, association or other similar entity, whether or not a legal entity.

"Personal Information" means any information that identifies or could be used to identify an individual or household.

"Pre-Closing Distributable Earnings" means, with respect to the Group Companies for the Interim Period, the earnings of the Group Companies calculated in accordance with the Accounting Principles and comprising only those line items set forth in the Example Statement of Pre-Closing Distributable Earnings; provided, however, that such Pre-Closing Distributable Earnings shall in no event be less than zero. For the avoidance of doubt, cash retained by the Group Companies pursuant to Section 5.23 shall not be included in the calculation of Pre-Closing Distributable Earnings.

"Pre-Closing Tax Liabilities" means (a) the difference of (i) all current unpaid liabilities for income Taxes of the Company or any of its Subsidiaries for any Pre-Closing Tax Period and (ii) twenty-five percent (25%) of the amount of such income Taxes taken into account in computing the Pre-Closing Distributable Earnings and (b) the positive amount, if any, of all COVID-19 Tax Obligations; provided, however, that such income Taxes shall be calculated (i) taking into account net operating losses and tax credits to the extent that, under applicable Law, such net operating losses and tax credits existing on the Closing Date would be available to reduce the current liability for such Taxes of the Company or any of its Subsidiaries, in a manner consistent with past practices, (ii) taking into account any Transaction Tax Deductions, to the extent that, under applicable Law, such Transaction Tax Deductions are allocable to any Pre-Closing Tax Period (it being understood that such Transaction Tax Deductions shall be allocated to Pre-Closing Tax Periods to the extent permitted under applicable Law), (iii) as of the end of the Closing Date using a "closing of the books" method, (iv) netting any estimated Tax payments made prior to the Closing Date, (v) including the entirety of any adjustment pursuant to Section 481 of the Code (or any similar provision of state, local or non-U.S. Law) with respect to a change of accounting method made during a Pre-Closing Tax Period (whether or not any portion of such adjustment will be included in taxable income during a taxable period (or portion thereof) beginning after the Closing Date for U.S. federal income Tax purposes), except to the extent such adjustment has already been included in taxable income and (vi) without regard to any action taken by Parent (or its Affiliates, including the Company or any of its Subsidiaries)

after the Closing Date. For the avoidance of doubt, Pre-Closing Tax Liabilities (i) may be a positive or negative number, (ii) are calculated and taken into account for purposes of this Agreement on an estimated basis, based on information available to the Company at the time such computation is made and (iii) if a positive number, shall not be increased as a result of (or, if a negative number, such negative amount shall not be reduced as a result of), and shall be calculated without regard to, any Tax election made by or in respect of the Company or any of its Subsidiaries at or after the Closing.

"Pre-Closing Tax Period" means any taxable period or portion thereof ending on or before the Closing Date.

"Principal Parent Stockholders" means Thomas Priore and his respective Affiliates.

"Proceeding" means any suit, litigation, arbitration, action, investigation or proceeding before a Governmental Entity.

"Process" or "Processing" means the collection, use, storage, processing, recording, distribution, transfer, import, export, protection, disposal or disclosure or other activity regarding or operations performed on data (whether electronically or in any other form or medium).

"Program Management Relationship" has the meaning set forth in Section 5.4(e).

"Proposed Closing Date Calculations" has the meaning set forth in Section 2.8(e)(i).

"Purchase Price" means (a) the Base Amount, plus (b) the Net Working Capital Adjustment (which may be a positive or negative number), plus (c) the amount of Cash and Cash Equivalents, minus (d) the amount of Closing Date Indebtedness, minus (e) the amount of Unpaid Transaction Expenses, minus (f) the Parent Portion of Pre-Closing Distributable Earnings.

"Purchase Price Dispute Notice" has the meaning set forth in Section 2.8(e)(ii).

"Purchase Price Escrow Account" has the meaning set forth in Section 2.8(d)(i).

"Purchase Price Escrow Amount" means $1,000,000.

"R&W Insurance Policy" has the meaning set forth in Section 5.13.

"Registration Rights Agreement" has the meaning set forth in Section 5.20.

"Restricted Cash" means any cash and cash equivalents designated as "restricted cash" on the consolidated balance sheet of the Company, calculated in accordance with the Accounting Principles.

"Restricted Person" means any Person that is: (a) listed on, or owned or controlled, directly or indirectly, by a Person listed on, a Sanctions List; (b) a government of a Sanctioned Country; (c) an agency or instrumentality of, or an entity directly or indirectly owned or

controlled by, a government of a Sanctioned Country; (d) resident or located in, operating from, or organized under the Laws of, a Sanctioned Country; or (e) otherwise a target of Sanctions.

"Review Period" has the meaning set forth in Section 2.8(e)(ii).

"Sanctioned Country" means any country or other territory that is, or whose government is, the subject of comprehensive Sanctions generally prohibiting dealings with such country or territory, which, as of the date hereof, consists of Cuba, Iran, North Korea, Syria and the Crimea region of Ukraine.

"Sanctions" means economic or financial sanctions or trade embargoes and restrictions administered or enforced from time to time by any Sanctions Authority.

"Sanctions Authority" means the United States or any other Governmental Entity with jurisdiction over any member of the Group Company and the respective governmental institutions of any of the foregoing, including the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce, the U.S. Department of State and any other agency of the U.S. government.

"Sanctions List" means any of the lists of specifically designated nationals or designated or sanctioned individuals or entities (or equivalent) issued by any Sanctions Authority, each as amended, supplemented or substituted from time to time.

"Sarbanes-Oxley Act" means the United States Sarbanes-Oxley Act of 2002.

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended.

"Shares" has the meaning set forth Section 3.2(a).

"Software" means all (a) computer programs, including software implementations of algorithms, models and methodologies, whether in source code or object code, (b) databases and compilations, including data and collections of data (whether machine readable or otherwise), (c) descriptions, schematics, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, and (d) related documentation.

"Solvent" when used with respect to any Person or group of Persons on a combined basis, means that, as of any date of determination, (a) the amount of the "fair saleable value" of the assets of such Person (or group of Persons on a combined basis) will, as of such date, exceed (i) the value of all "liabilities of such Person, including contingent and other liabilities," as of such date, as such quoted terms are generally determined in accordance with applicable Laws governing determinations of the insolvency of debtors, and (ii) the amount that will be required to pay the probable liabilities of such Person (or group of Persons on a combined basis) on its existing debts (including contingent liabilities) as such debts become absolute and matured, (b) such Person (or group of Persons on a combined basis) will not have, as of such date, an unreasonably small amount of capital for the operation of the businesses in which it is engaged

and (c) such Person (or group of Persons on a combined basis) will be able to pay its liabilities, including contingent and other liabilities, as they mature, immediately following Closing.

"Specified Consent Deadline" means November 12, 2021.

"Specified Consents" means Licensee Consents issued in connection with or by virtue of the transactions contemplated by this Agreement with respect to the Material Jurisdictions.

"Sponsor Director" has the meaning set forth in Section 5.6.

"Stockholder" means each holder of Shares.

"Stockholder Percentage Interest" means, with respect to each Stockholder, the percentage set forth across from such Stockholder's name on the Allocation Schedule under the heading "Stockholder Percentage Interest".

"Stockholders' Agreement" has the meaning set forth in Section 5.19.

"Subsidiary" means, with respect to any Person, any corporation, company, limited liability company, partnership, association, or other business entity of which (a) if a corporation or a company, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof or (b) if a limited liability company, partnership, association, or other business entity (other than a corporation or a company), a majority of the partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof and for this purpose, a Person or Persons own a majority ownership interest in such a business entity (other than a corporation or a company) if such Person or Persons shall be allocated a majority of such business entity's gains or losses or shall be a, or control any, managing director or general partner of such business entity (other than a corporation or a company). The term "Subsidiary" shall include all Subsidiaries of such Subsidiary.

"Subsidiary Securities" has the meaning set forth in Section 3.3(b).

"Surviving Entity" has the meaning set forth in Section 2.1.

"Surviving Entity Bylaws" has the meaning set forth in Section 2.5(b).

"Surviving Entity Certificate of Incorporation" has the meaning set forth in Section 2.5(a).

"Target Net Working Capital" means ninety eight thousand dollars ($98,000).

"Tax" means any U.S. federal, state, local or foreign income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, real property gains,

registration, value added, excise, natural resources, severance, stamp, occupation, windfall profits, environmental (under Section 59A of the Code), customs, duties, real property, personal property, capital stock, social security (or similar), unemployment, disability, payroll, license, employee or other withholding, or other tax, including any interest, penalties, fines or additions to tax in respect of the foregoing (whether disputed or not).

"Tax Return" means any U.S. federal, state, local or foreign tax return, declaration, statement, report, schedule, form or information return in respect of Taxes required to be filed with any Governmental Entity, including any amendment to any of the foregoing.

"Termination Date" has the meaning set forth in Section 7.1(d).

"Termination Fee" has the meaning set forth in Section 7.2(b).

"Transaction Documents" means, collectively, each agreement, document, instrument and/or certificate contemplated by this Agreement to be executed in connection with the transactions contemplated hereby, including this Agreement, the Stockholders' Agreement, the Registration Rights Agreement, the Escrow Agreement and the Certificate of Merger.

"Transaction Expenses" means, without duplication, the aggregate amount due and payable by the Group Companies as of immediately prior to the Closing for (a) all out-of-pocket costs and expenses incurred by any of the Group Companies or by or on behalf of any Equityholder (to the extent such amounts are a liability of any Group Company) as a direct result of the consummation of the transactions contemplated by this Agreement (including banker, finders and investment banker fees), (b) the cost of the R&W Insurance Policy premium in an amount not to exceed $450,000, (c) all Change of Control Payments, if any, and (d) the fees and expenses set forth on Schedule 1.1(c) of the Company Disclosure Letter; provided, however, that "Transaction Expenses" shall exclude (i) any Option Cash Payment with respect to Vested Company Options, (ii) any amounts payable by the Group Companies in connection with the "tail" policy pursuant to and in accordance with Section 5.6(a), (iii) any amounts treated as Closing Date Indebtedness or included in the calculation of Net Working Capital, (iv) any costs, expenses or losses reimbursable or indemnifiable by Parent pursuant to Section 5.12, (v) the portion of any bonus payable in Parent Common Shares by the Company as described on Schedule 5.1(iii) and (vi) any amounts to the extent incurred by or at the direction of Parent, Merger Sub or any of their respective Affiliates, including for the purpose of obtaining any financing in connection with the transactions contemplated by this Agreement.

"Transaction Tax Deduction" means any Tax deduction of the Group Companies that is attributable to the payment of Transaction Expenses and Option Cash Payments; provided that Transaction Expenses for these purposes shall be determined (a) without regard to clause (iii) of the proviso in the definition of Transaction Expenses and (b) without regard to when the amounts are due and payable or paid.

"Unpaid Transaction Expenses" means the aggregate amount of Transaction Expenses incurred and unpaid as of immediately prior to the Closing.

"Vested Company Options" means those Company Options vested as of immediately prior to the Effective Time pursuant to the terms of the Option Plan and applicable agreements governing such Company Options (after giving effect to any acceleration of vesting that occurs, by its terms, at or prior to the Effective Time or in connection with, or as a result of, the consummation of the Merger), which has an exercise price per Company Common Share subject thereto that is less than the Per Share Optionholder Closing Consideration.

"WARN Act" means the Worker Adjustment Retraining Notification Act of 1988 and any similar state, local and foreign Laws.

"Willful Breach" means, with respect to any covenant of a Party, any action or omission by such Party that constitutes a material breach of such covenant that the breaching party intentionally takes (or intentionally fails to take) with actual knowledge that such action or omission would cause such material breach of such covenant.

Section b. Interpretation

. Unless otherwise indicated to the contrary herein by the context or use thereof: (a) the words, "herein," "hereto," "hereof" and words of similar import refer to this Agreement as a whole, including the Schedules and Exhibits, and not to any particular section, subsection, paragraph, subparagraph or clause contained in this Agreement; (b) masculine gender shall also include the feminine and neutral genders, and vice versa; (c) words importing the singular shall also include the plural, and vice versa; (d) the words "include", "includes" or "including" shall be deemed to be followed by the words "without limitation"; (e) the words "Party" or "Parties" shall refer to the parties to this Agreement; (f) all references to articles, sections, exhibits or schedules are to Articles, Sections, Exhibits and Schedules of this agreement; (g) the word "or" is disjunctive but not necessarily exclusive; (h) terms used herein that are not defined herein but are defined in GAAP have the meanings ascribed to them therein; (i) the words "writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form; (j) references to any Person include the successors and permitted assigns of that Person; (k) references to from or through any date mean, unless otherwise specified, from and including or through and including, respectively; (l) the words "dollar" or "$" shall mean U.S. dollars; and (m) the word "day" means calendar day unless Business Day is expressly specified. If any action under this Agreement is required to be done or taken on a day that is not a Business Day, then such action shall be required to be done or taken not on such day but on the first succeeding Business Day thereafter.

Article 2.

PURCHASE AND SALE

Section a. The Merger

. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the DGCL, Merger Sub shall be merged with and into the Company (the "Merger") at the Effective Time. Following the Effective Time, the separate existence of Merger Sub shall cease and the Company shall continue as the surviving entity of the Merger (the

"Surviving Entity") and shall become an indirect wholly owned Subsidiary of Parent. The Merger shall have the effects specified in the DGCL.

Section b. Closing of the Transactions Contemplated by this Agreement

. The closing of the transactions contemplated by this Agreement, including the Merger (the "Closing") shall take place at 10:00 a.m., New York City time on the second (2nd) Business Day after satisfaction (or waiver) of the conditions set forth in Article 6 (other than those conditions which are to be satisfied by the delivery of documents or the taking of any other action at the Closing by any Party, but subject to the satisfaction or waiver of such conditions at the Closing) at the offices of Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036, unless another time, date or place is agreed to in writing by Parent and the Company. The date on which the Closing actually occurs is hereinafter referred to as the "Closing Date."

Section c. Effective Time

. Subject to the terms and conditions set forth in this Agreement, on the Closing Date, the Parties shall cause a certificate of merger, in substantially the form attached hereto as Exhibit D (the "Certificate of Merger"), to be executed and filed with the Secretary of State of the State of Delaware in accordance with the applicable provisions of the DGCL. The Merger shall become effective at the time that the Certificate of Merger is accepted for filing by the Secretary of State of the State of Delaware or at such later date and time as specified in the Certificate of Merger (the time the Merger becomes effective being referred to herein as the "Effective Time").

Section d. Effects of the Merger

. The Merger shall have the effects set forth in Section 251 of the DGCL and this Agreement. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Entity, and all debts, liabilities, obligations, restrictions, disabilities and duties of each of the Company and Merger Sub shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Entity, subject to Section 9.16.

Section e. Certificate of Incorporation; Bylaws; Directors; Officers

.

(i)**Surviving Entity Certificate of Incorporation**. At the Effective Time, the certificate of incorporation of Merger Sub in effect immediately prior to the Effective Time shall become the certificate of incorporation of the Surviving Entity (the "Surviving Entity Certificate of Incorporation").

(ii)**Surviving Entity Bylaws**. At the Effective Time, the bylaws of Merger Sub in effect immediately prior to the Effective Time shall become the bylaws of the Surviving Entity

(the "Surviving Entity Bylaws") until thereafter changed or amended as provided therein or by applicable Law, subject to Section 5.6.

(iii)**Directors**. Unless otherwise directed by Parent, the directors of Merger Sub immediately prior to the Effective Time shall be the initial directors of the Surviving Entity, each to hold office in accordance with the Surviving Entity Certificate of Incorporation and the Surviving Entity Bylaws until such director's successor is duly elected or appointed and qualified, or until the earlier of their death, resignation or removal.

(iv)**Officers**. Unless otherwise directed by Parent, the officers of the Company immediately prior to the Effective Time shall be the initial officers of the Surviving Entity, each to hold office in accordance with the Surviving Entity Certificate of Incorporation and the Surviving Entity Bylaws until such officer's successor is duly elected or appointed and qualified, or until the earlier of their death, resignation or removal.

Section f. Effect on the Shares

.

(i)**Conversion of Merger Sub Common Stock**. At the Effective Time, by virtue of the Merger and without any action on the part of Parent, Merger Sub, the Company or any other Person, each share of common stock, par value $0.01 per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into one validly issued, fully paid and non-assessable share of common stock, par value $0.01 per share, of the Surviving Entity.

(ii)**Conversion of Company Common Shares**. At the Effective Time, each of the Company Common Shares issued and outstanding immediately prior to the Effective Time, by virtue of the Merger and without any action on the part of Parent, Merger Sub, the Company, the Stockholders or any other Person, shall automatically be canceled and extinguished and be converted into and shall become the right to receive the Per Share Closing Cash Consideration and the Per Share Closing Parent Stock Consideration, each as allocated pursuant to Section 2.8(b) and set forth in the Allocation Schedule (as adjusted pursuant to Section 2.8(f)) and a contingent right to receive a portion of any Deferred Payments (to the extent payable pursuant to Section 2.6(f)). From and after the Effective Time, the holders of Company Common Shares outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such Company Common Shares, except as otherwise provided for herein or under applicable Law.

(iii)**Conversion of Company Preferred Shares**. At the Effective Time, each of the Company Preferred Shares issued and outstanding immediately prior to the Effective Time, by virtue of the Merger and without any action on the part of Parent, Merger Sub, the Company, the Stockholders or any other Person, shall automatically be canceled and extinguished and be converted into and shall become the right to receive the Per Share Closing Cash Consideration and the Per Share Closing Parent Stock Consideration, each as allocated pursuant to Section 2.8(b) and set forth in the Allocation Schedule (as adjusted pursuant to Section 2.8(f)) and a

contingent right to receive a portion of any Deferred Payments (to the extent payable pursuant to Section 2.6(f)). From and after the Effective Time, the holders of Company Preferred Shares outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such Company Preferred Shares, except as otherwise provided for herein or under applicable Law.

(iv)**Conversion of Company Options**. At the Effective Time, by virtue of the Merger and without any action on the part of Parent, Merger Sub, the Company, the Optionholders or any other Person, each Vested Company Option issued and outstanding immediately prior to the Effective Time shall be deemed to be exercised and converted into the right to receive the Option Cash Payment with respect to such Vested Company Option and a contingent right to receive a portion of any Deferred Payments (to the extent payable pursuant to Section 2.6(f)). As of the Effective Time, each Company Option, whether or not a Vested Company Option, shall cease to be outstanding and shall automatically be canceled and retired and shall cease to exist, and each Optionholder shall cease to have any rights with respect thereto, except as otherwise provided for herein.

(v)**Withholding**. Notwithstanding anything to the contrary in this Agreement, Parent, Merger Sub and the Surviving Entity shall be entitled to deduct and withhold from any payments otherwise payable pursuant to this Agreement, such amounts as are required to be deducted and withheld with respect to the making of such payment under the Code or any applicable provision of Tax Law. Except with respect to any compensatory amounts (including any Option Cash Payment in respect of a Vested Company Option), if Parent, Merger Sub or the Surviving Entity reasonably believes that any withholding of Taxes is required by Law in connection with the transactions contemplated hereby, it shall so notify the Equityholder Representative in writing, including the legal basis for any such withholding, at least five (5) Business Days prior to Closing. Parent, Merger Sub and the Surviving Entity shall reasonably cooperate, at the Equityholder Representative's expense, with the Equityholder Representative and the applicable Stockholders to reduce or eliminate any such required withholding. Any such withheld amounts shall be paid over to the appropriate Governmental Entity and to the extent so paid over shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

(vi)**Deferred Payment**. From time to time from and after the Closing Date, each Stockholder shall be entitled to receive its Stockholder Percentage Interest of the Escrow Shares and any upward adjustment of the Purchase Price pursuant to Section 2.8, and each Equityholder shall be entitled to receive its Equityholder Percentage Interest of the remaining balance of the Equityholder Representative Expense Amount (collectively, such amounts the "Deferred Payments"): (i) in the case of the Escrow Shares, to the extent such shares are released by the Escrow Agent to the Paying Agent (for further distribution to the Stockholders (but not the Optionholders)) pursuant to and in accordance with Section 2.8(f) and the terms of the Escrow Agreement; (ii) in the case of the Equityholder Representative Expense Amount, to the extent such amounts are released by the Escrow Agent to the Paying Agent (for further distribution to the Stockholders) and the Surviving Entity (for further distribution to Optionholders (solely with respect to Vested Company Options)); and (iii) in the case of any upward adjustment to the

Purchase Price pursuant to Section 2.8, to the extent such amount becomes due and payable to the Stockholders (but not the Optionholders) in accordance with Section 2.8.

Section g. Deliveries at the Closing

.

(i)**Deliveries by Parent**. At the Closing, Parent shall:

(1) pay, or cause to be paid, the amounts set forth in Section 2.8(c) required to be paid at the Closing in accordance therewith;

(2) issue the Parent Common Shares pursuant to and in accordance with Section 2.8(d);

(3) deliver to the Company the Escrow Agreement, duly executed by Parent and the Escrow Agent;

(4) deliver to the Company the Stockholders' Agreement, duly executed by certain of the Stockholders, Parent and the Principal Parent Stockholders;

(5) deliver to the Company the Registration Rights Agreement, duly executed by certain of the Stockholders, Parent, Thomas C. Priore and the other signatories thereto; and

(6) deliver to the Company the closing certificates required to be delivered by or on behalf of Parent pursuant to this Agreement with respect to the Closing pursuant to Section 6.3(c).

(ii) **Deliveries by the Company**. At the Closing, the Company shall:

(1) deliver to Parent the Debt Payoff Letters contemplated by Section 5.11;

(2) deliver to Parent the Escrow Agreement, duly executed by the Equityholder Representative;

(3) deliver to Parent a schedule of the Existing Account Relationships;

(4) deliver to Parent an affidavit by the Company dated as of the Closing Date, in the form and substance required under Treasury Regulation Section 1.897-2(h), stating that the Company is not and has not been a United States real property holding corporation (as defined in Section 897(c)(2) of the Code) during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code; and

(5) deliver to Parent the closing certificates required to be delivered by or on behalf of the Company pursuant to this Agreement with respect to the Closing pursuant to Section 6.2(d).

Section h. Purchase Price

.

(i)**Estimated Statement**. No later than three (3) Business Days prior to the Closing, the Company shall deliver to Parent a statement (the "Estimated Statement") setting forth the Company's good faith estimate of each of (i) the Net Working Capital Adjustment (the "Estimated Net Working Capital Adjustment"), (ii) the amount of Cash and Cash Equivalents (the "Estimated Cash and Cash Equivalents"), (iii) the amount of Closing Date Indebtedness (the "Estimated Closing Date Indebtedness"), (iv) the amount of Unpaid Transaction Expenses (the "Estimated Unpaid Transaction Expenses"), (v) the Pre-Closing Distributable Earnings (the "Estimated Pre-Closing Distributable Earnings"), (vi) the Estimated Purchase Price, (vii) the Closing Cash Consideration and (viii) the Closing Parent Stock Consideration. Parent shall have the right to review and comment on such Estimated Statement and the Company shall consider in good faith all such comments.

(ii)**Allocation Schedule**

. Concurrently with the Company's delivery to Parent of the Estimated Statement, the Company shall deliver to Parent an allocation schedule (the "Allocation Schedule"), which shall set forth:

(1) the Vested Company Options;

(2) the Actual Shares Outstanding;

(3) the Aggregate Shares Deemed Outstanding;

(4) the Per Share Closing Cash Consideration;

(5) the Per Share Closing Parent Stock Consideration;

(6) the Per Share Optionholder Closing Consideration;

(7) for each Stockholder, such Stockholder's (A) Per Share Closing Cash Consideration and (B) Per Share Closing Parent Stock Consideration;

(8) for each Optionholder, such Optionholder's Option Cash Payment;

(9) for each Equityholder, his, her or its Equityholder Percentage Interest; and

(10) for each Stockholder, his, her or its Stockholder Percentage Interest.

Parent shall be specifically entitled to rely on the Allocation Schedule in making any payments due hereunder and shall have no liability to any Equityholder if payments are made in accordance with the Allocation Schedule. In the event of any inconsistency or conflict between the Allocation Schedule and the provisions of this Article 2 with respect to any portion of the Per Share Closing Cash Consideration or the Per Share Closing Parent Stock Consideration payable to any Stockholder or the Per Share Optionholder Closing Consideration payable to any Optionholder, the Allocation Schedule shall prevail.

(iii)**Closing Date Payments**

. At the Closing, Parent shall pay, or shall cause the Company or the Surviving Entity to pay, in cash by wire transfer of immediately available funds (except as expressly contemplated in clause (iii) below), the following:

(1) $500,000 (such amount, the "Equityholder Representative Expense Amount") shall be deposited into an escrow account (the "Equityholder Representative Expense Account"), which shall be established pursuant to an escrow agreement to be entered into at the Closing among Parent, the Equityholder Representative and the Escrow Agent, substantially in the form attached hereto as Exhibit E with such changes as may be reasonably required by the Escrow Agent (the "Escrow Agreement"), for purposes of satisfying costs, expenses and/or liabilities incurred in its capacity as the Equityholder Representative and otherwise in accordance with this Agreement;

(2) on behalf of the Company, (A) the portion of the Closing Date Indebtedness that is Funded Indebtedness in accordance with the applicable Debt Payoff Letters, and (B) the Unpaid Transaction Expenses (other than as set forth in clause (iii) below) in accordance with the applicable invoices or other documents evidencing such amounts, in each case, delivered to Parent by the Company at least one (1) Business Day prior to the Closing Date;

(3) with respect to any bonus payable in cash and/or Parent Common Shares by the Company as described on Schedule 5.1(iii), in each case payable to employees of the Company, by delivery of such amounts to the Company (in either cash or Parent Common Shares as directed by the Company, it being understood that any portion paid in cash shall be Unpaid Transaction Expenses and any portion paid in Parent Common Shares delivered to the Company shall reduce, on a share for share basis, the number of Parent Common Shares issued at the Closing pursuant to Section 2.8(d)), for further distribution to such employee recipients through the Surviving Entity's payroll;

(4) with respect to each Share issued and outstanding as of immediately prior to the Effective Time, an amount in cash equal to the Per Share Closing Cash Consideration to the Paying Agent for further distribution to the Stockholders pursuant to and in accordance with Section 2.10; and

(5) with respect to each Vested Company Option issued and outstanding as of immediately prior to the Effective Time, an amount in cash equal to (A) the product of (x) the Per Share Optionholder Closing Consideration, multiplied by (y) the aggregate number of Shares issuable in respect of such Vested Company Option outstanding as of immediately prior to the Effective Time, minus (B) the aggregate exercise price that would be paid to the Company in respect of such Vested Company Option had such Vested Company Option been exercised immediately prior to the Effective Time solely in cash (with respect to each Vested Company Option, the "Option Cash Payment") to the Company. The Surviving Entity shall promptly process through its payroll (not later than the first regular payroll date following the Closing Date) the Option Cash Payment for each holder of Vested Company Options, less any Tax deductions or withholdings required under applicable Law for each such Optionholder's Option Cash Payment.

(6) Notwithstanding anything to the contrary in this Agreement, in no case shall Parent be required to pay to, or on behalf of, the Equityholders any amounts in cash at Closing in excess of the Closing Cash Consideration, except as otherwise provided in Section 9.4.

(iv)**Issuance of Parent Common Shares**. At the Closing, Parent shall:

(1) deposit a number of Parent Common Shares, rounded to the nearest whole share, equal to (A) the Purchase Price Escrow Amount divided by (B) the Parent Common Stock Per Share Price, into an escrow account (the "Purchase Price Escrow Account") established pursuant to the Escrow Agreement;

(2) issue to each Stockholder, a number of Parent Common Shares equal to the product of (A) the Per Share Closing Parent Stock Consideration multiplied by (B) the aggregate number of Shares issued and outstanding as of immediately prior to the Effective Time held by such Stockholder, and if applicable, subject to reduction pursuant to Section 2.8(c)(iii) (the "Parent Common Shares Issuance"). If a fraction of a Parent Common Share would otherwise be issuable pursuant to this Section 2.8(d)(ii) (for the avoidance of doubt, measured on a per Stockholder basis after calculating the aggregate number of Parent Common Shares to be issued to such Stockholder), such fraction shall be rounded up or down to the nearest whole number; and

(3) if, during the Interim Period, the outstanding number of Shares or Parent Common Shares shall have been changed into a different number of shares or a different class, by reason of any stock dividend, subdivision, reclassification, recapitalization, split, combination or exchange of shares, or any similar event shall have occurred, then any number, value (including dollar value) or amount contained herein that is based upon the number of Shares or Parent Common Shares will be appropriately adjusted to provide to the holders of Shares, Vested Company Options and Parent Common Shares the same economic effect as contemplated by this Agreement; provided, however, that this Section 2.8(d)(iii) shall not be construed to permit the Company, Parent or Merger Sub to take any action with respect to their respective securities that is prohibited by the terms and conditions of this Agreement.

(4) Notwithstanding anything to the contrary in this Agreement, in no case shall Parent be required to issue pursuant to this Agreement (including pursuant to Section 2.8(c)(iii)) any Parent Common Shares in excess of the Closing Parent Stock Consideration, other than pursuant to Section 2.8(f)(i), if applicable.

(v)**Determination of the Final Purchase Price**.

(1) As soon as practicable, but no later than ninety (90) days after the Closing Date, Parent shall prepare and deliver to the Equityholder Representative, Parent's good faith proposed calculation of each of (A) the Net Working Capital (and the related Net Working Capital Adjustment, if any), (B) the amount of Cash and Cash Equivalents, (C) the amount of Closing Date Indebtedness, (D) the amount of Unpaid Transaction Expenses, (E) the Pre-Closing Distributable Earnings and (F) the Purchase Price, and, in each case, the components thereof and in a manner consistent with the definitions thereof. The proposed calculations described in the previous sentence shall collectively be referred to herein from time to time as the "Proposed Closing Date Calculations." Parent shall prepare the Proposed Closing Date Calculations in a manner consistent with the Accounting Principles. If Parent fails to timely deliver any of the Proposed Closing Date Calculations in accordance with the foregoing, then, at the election of the Equityholder Representative in its sole discretion, either (x) the Actual Adjustment shall be conclusively deemed to equal zero, (y) Parent shall deliver such Proposed Closing Date Calculation(s) within a later time period specified by the Equityholder Representative (it being understood that the last sentence of this Section 2.8(e)(i) shall apply each time that Parent subsequently fails to timely deliver any Proposed Closing Date Calculations) or (z) upon five (5) Business Days advance written notice to Parent, the Equityholder Representative shall retain an independent accounting firm of national reputation to provide an audit or other review of the Group Companies' books and records, review the calculation of the Estimated Purchase Price and make any adjustments necessary thereto consistent with the provisions of this Section 2.8(e), the determination of such accounting firm being conclusive and binding on the Parties; provided, however, that the Equityholder Representative reserves any and all other rights granted to it in this Agreement. The engagement fees of such accounting firm shall be borne as set forth in Section 2.8(e)(ii).

(2) The Equityholder Representative shall have thirty (30) days following receipt of the Proposed Closing Date Calculations to review such calculations (the "Review Period"). The Equityholder Representative may, on or prior to the last day of the Review Period, give Parent written notice of any dispute, which sets forth its objections to Parent's calculation of the Proposed Closing Date Calculations in reasonable detail and provides an alternative calculation of any disputed amounts (a "Purchase Price Dispute Notice"); provided, however, that in the event that Parent does not make available to the Equityholder Representative documents, information or personnel pursuant to Section 2.8(e)(iii) within five (5) days of request therefor (or such shorter period as may remain in such thirty (30) day period), such thirty (30) day period shall be extended by one (1) day for each additional day required for Parent to fully respond to such request. Unless the Equityholder Representative delivers a Purchase Price Dispute Notice to Parent on or before the last day of the Review Period, the Proposed Closing Date Calculations shall be deemed to set forth the final Net Working Capital

(and the related final Net Working Capital Adjustment, if any), the final amount of Cash and Cash Equivalents, the final amount of Closing Date Indebtedness, the final amount of Unpaid Transaction Expenses, the final Pre-Closing Distributable Earnings and the final Purchase Price, in each case, for all purposes hereunder (including the determination of the Actual Adjustment). Prior to the end of the Review Period, the Equityholder Representative may accept the Proposed Closing Date Calculations by delivering written notice to that effect to Parent, in which case the Purchase Price and the components thereof will be finally determined to be the amounts set forth in the Proposed Closing Date Calculations when such notice is given. If the Equityholder Representative delivers a Purchase Price Dispute Notice to Parent on or prior to the last day of the Review Period, Parent and the Equityholder Representative shall use commercially reasonable efforts to resolve any disputes set forth in the Purchase Price Dispute Notice in good faith during the thirty (30) day period commencing on the date Parent receives the Purchase Price Dispute Notice from the Equityholder Representative. If the Equityholder Representative and Parent do not agree upon a final resolution with respect to any disputed items set forth in the Purchase Price Dispute Notice within such thirty (30) day period, then the remaining items in dispute shall be submitted promptly by Parent and the Equityholder Representative to an independent accounting firm of national reputation mutually acceptable to Parent and the Equityholder Representative (the "Accounting Firm"). Any item not disputed in the Purchase Price Dispute Notice shall be deemed final and binding on the Parties as such amount appears in the last of (x) the Proposed Closing Date Calculations and (y) the Purchase Price Dispute Notice, or as otherwise resolved in writing by the Equityholder Representative and Parent. The Accounting Firm shall be requested to render a written determination of the applicable dispute (acting as an expert and not as an arbitrator) within thirty (30) days after referral of the matter to such Accounting Firm, which determination must be in writing and must set forth, in reasonable detail, the basis therefor and must be based solely on (A) the definitions and other applicable provisions and exhibits of this Agreement, (B) a single presentation (which shall be limited to the remaining items in dispute) submitted by each of Parent and the Equityholder Representative to the Accounting Firm within fifteen (15) days after the engagement thereof (which the Accounting Firm shall forward to the other Party) and (C) any written responses submitted to the Accounting Firm by Parent or the Equityholder Representative following receipt of each such presentation (which the Accounting Firm shall forward to the other Party), and not on independent review, which such determination shall be conclusive and binding on Parent and the Equityholder Representative. The terms of the appointment and engagement of the Accounting Firm shall be as reasonably agreed upon between the Equityholder Representative and Parent, and any associated engagement fees shall initially be borne 50% by the Equityholder Representative (on behalf of the Equityholders) and 50% by Parent; provided, however, that such fees shall ultimately be borne by the Equityholder Representative (on behalf of the Equityholders) and Parent in the same proportion as the aggregate amount of the disputed items that is unsuccessfully disputed by each such party (as determined by the Accounting Firm) bears to the total amount of the disputed items submitted to the Accounting Firm. Except as provided in the preceding sentence, all other costs and expenses incurred by the Parties in connection with resolving any dispute hereunder before the Accounting Firm shall be borne by the Party incurring such cost and expense. The Accounting Firm shall resolve each disputed item by choosing a value not in excess of, nor less than, the greatest or lowest value, respectively, set forth in the presentations (and, if applicable, the responses) delivered to the Accounting Firm

pursuant to this Section 2.8(e)(ii). The Proposed Closing Date Calculations shall be revised as appropriate to reflect the resolution of any objections thereto pursuant to this Section 2.8(e)(ii), and, as so revised, such Proposed Closing Date Calculations shall be deemed to set forth the final Net Working Capital (and the related final Net Working Capital Adjustment), the final amount of Cash and Cash Equivalents, the final amount of Closing Date Indebtedness, the final amount of Unpaid Transaction Expenses, the final Pre-Closing Distributable Earnings and the final Purchase Price, in each case, for all purposes hereunder (including the determination of the Actual Adjustment).

(3) Parent shall, and, from and after the Closing, shall cause each Group Company to, promptly make each Group Company's financial records, supporting documents and work papers and personnel available to the Equityholder Representative and its accountants and other representatives (including the Accounting Firm) at reasonable times during normal business hours during the review by the Equityholder Representative of, and the resolution of any objections with respect to, the Proposed Closing Date Calculations.

(4) It is the intent of the Parties to have any final determination of the Purchase Price by the Accounting Firm proceed in an expeditious manner; provided, however, that any deadline or time period contained herein may be extended or modified by the written agreement of the Parties and the Parties agree that the failure of the Accounting Firm to strictly conform to any deadline or time period contained herein shall not be a basis for seeking to overturn any determination rendered by the Accounting Firm which otherwise conforms to the terms of this Section 2.8.

(vi)**Adjustment to Estimated Purchase Price**.

(1) If the Actual Adjustment is a positive amount, the Surviving Entity shall issue to the Stockholders, in accordance with each such Stockholder's Stockholder Percentage Interest, a number of Parent Common Shares equal to the quotient of (A) such positive amount divided by (B) the Parent Common Stock Per Share Price and Parent and the Equityholder Representative shall deliver joint written instructions to the Escrow Agent to release the Escrow Shares to the Paying Agent (for further distribution to the Stockholders), in each case, less any Tax deductions or withholdings required under applicable Law, within three (3) Business Days after the date on which the Purchase Price is finally determined pursuant to Section 2.8(e).

(2) If the Actual Adjustment is a negative amount, then within three (3) Business Days after the date on which the Purchase Price is finally determined pursuant to Section 2.8(e), Parent and the Equityholder Representative shall deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to deliver to Parent out of the Escrow Shares a number of Parent Common Shares equal to the quotient of (A) such negative amount divided by (B) the Parent Common Stock Per Share Price; provided, however, that if the absolute value of such negative amount is less than the Purchase Price Escrow Amount, then simultaneously with the delivery of such joint written instructions, Parent and the Equityholder Representative shall deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to release any excess Escrow Shares remaining in the Purchase Price Escrow Account to the Paying Agent (for

further distribution to the Stockholders), less any Tax deductions or withholdings required under applicable Law. For the avoidance of doubt, the Escrow Shares shall serve as the sole and exclusive source of recovery for any amounts owed to Parent in connection with the final determination of the Purchase Price and Actual Adjustment pursuant to this Section 2.8.

(3) Any amounts which become payable pursuant to this Section 2.8(f) will constitute an adjustment to the Purchase Price for all purposes hereunder.

Section i. Option Plans

.

(i)Prior to the Closing, the Company shall take any appropriate actions pursuant to the Option Plan (and the underlying option grant agreements) that are necessary to give effect to the provisions of Section 2.6(d) and Section 2.8(c)(v) with respect to Company Options.

(ii)The Option Plan and all Company Options shall terminate as of the Effective Time, and no Optionholder shall have any rights thereunder, including any rights to acquire any equity securities of the Company, the Surviving Entity or any Subsidiaries thereof, other than as set forth herein (including pursuant to Section 2.8) or by applicable Law.

Section j. Paying Agent

.

(i)The Parties acknowledge and agree that the Company shall act as the paying agent, on behalf of the Stockholders for the payment of the Closing Cash Consideration due and payable to the Stockholders hereunder (the Company in such capacity, the "Paying Agent"). At the Effective Time, Parent shall deposit, or Parent shall otherwise take all steps necessary to cause to be deposited, by wire transfer of immediately available funds, in trust with the Paying Agent for the benefit of the Stockholders, cash in an aggregate amount equal to the Closing Cash Consideration (such amount, the "Payment Fund"), which deposit shall be used solely and exclusively for purposes of paying the consideration specified in Section 2.8, and shall not be used to satisfy any other obligations of the Surviving Entity.

(ii)At the close of business on the Business Day prior to the Effective Time, the stock transfer books of the Company shall be closed and thereafter, there shall be no transfers of Shares that were outstanding immediately prior to the Effective Time. At any time following the date hereof, the Company may, but in any event, shall within three (3) Business Days following the Effective Time, mail or otherwise deliver to the Stockholders as of immediately prior to the Effective Time a Letter of Transmittal in the form attached hereto as Exhibit C. All portions of the Payment Fund, if any, payable to such Stockholders shall be paid in accordance with the provisions of this Agreement.

(iii)Prior to making any payment with respect to any Shares hereunder, including any issuance of Parent Common Shares, the Paying Agent shall receive from such Stockholder a

copy of (i) a duly executed Letter of Transmittal, and (ii) an executed substitute Form W-9. If a duly executed Letter of Transmittal is delivered to the Paying Agent prior to the Effective Time, then the Paying Agent shall cause such applicable consideration to be paid to the applicable Stockholder in immediately available funds at the Closing. If a duly executed Letter of Transmittal is delivered to the Paying Agent following the Effective Time, then the Paying Agent shall cause such applicable consideration to be paid to the applicable Stockholder in immediately available funds within two (2) Business Days after such delivery and surrender.

(iv)Until surrendered in accordance with this Section 2.10, each such Share (other than the Dissenting Shares to be cancelled in accordance with Section 2.11) shall represent solely the right to receive the Per Share Closing Cash Consideration and the Per Share Closing Parent Stock Consideration, as well as a portion of any Deferred Payments attributable thereto. No Stockholder shall be entitled to any consideration contemplated herein unless and until such holder delivers the documentation required by Section 2.10(c).

(v)None of Parent, the Surviving Entity, the Equityholder Representative, or the Paying Agent, or any of their respective Subsidiaries or Affiliates, shall be liable to any Person in respect of any cash delivered to a public official pursuant to any applicable abandoned property, unclaimed property, escheat, or similar Law.

Section k. Treatment of Dissenting Shares

. Notwithstanding anything in this Agreement to the contrary, a Stockholder who has properly demanded appraisal of such shares pursuant to, and who has complied in all respects with, the provisions of Section 262 of the DGCL ("Dissenting Shares") shall not have such shares converted into the applicable Per Share Closing Cash Consideration and the applicable Per Share Closing Parent Stock Consideration and a portion (if any) of the Deferred Payments as provided herein, but instead such holder shall be entitled to such rights (and only such rights) as are granted under Section 262 of the DGCL, unless and until such holder withdraws (in accordance with Section 262 of the DGCL) or loses the right to dissent. If any holder of Dissenting Shares shall have effectively withdrawn (in accordance with Section 262 of the DGCL) or lost the right to dissent, then as of the later of the Effective Time or the occurrence of such event, the Dissenting Shares held by such holder shall be cancelled and converted into and represent the right to receive the Per Share Closing Cash Consideration and the Per Share Closing Parent Stock Consideration, as well as a portion of any Deferred Payments attributable thereto, in each case, without any interest thereon.

Article 3.

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the disclosure letter delivered to Parent on the date hereof and constituting an integral part of this Agreement (the "Company Disclosure Letter"), the Company represents and warrants to Parent and Merger Sub as follows:

Section a. Corporate Status and Authority

.

(i)The Company is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all corporate power and authority to carry on its business as presently conducted and to own, lease and operate its properties, and is duly qualified and in good standing (if applicable) as a foreign corporation duly authorized to do business in all jurisdictions, except where the failure to have such power and authority or to be duly qualified or in good standing would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. The Company has all requisite corporate power and authority (other than, as of the date hereof, the obtaining of the Company Stockholder Written Consent) to (i) execute and deliver this Agreement and each other Transaction Document to which it is a party, (ii) perform its obligations hereunder and thereunder, and (iii) consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and each other Transaction Document to which the Company is a party, the performance of the Company's obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by all requisite corporate action of the Company (other than, as of the date hereof, the Company Stockholder Written Consent). The Company has duly executed and delivered this Agreement, and each other Transaction Document to which the Company is a party when executed and delivered by the Company, will be duly executed and delivered. This Agreement constitutes, and each other Transaction Document to which the Company is a party will constitute (assuming the due and valid authorization, execution and delivery hereof and thereof by each of the other applicable parties hereto and thereto), the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium, receivership or similar Laws relating to or affecting creditors' rights generally and by general principles of equity (whether considered at Law or in equity) (the "Enforceability Exceptions").

(ii)The Company has made available to Parent true, complete and correct copies of the Organizational Documents of the Group Companies.

Section b. Capitalization

.

(i)Capital Stock. As of the date hereof, the authorized capital stock of the Company consists of (i) 1,000 shares of common stock, par value $0.001 per share, designated as "Class A Common Stock" (the "Class A Company Common Shares"), of which none are issued and outstanding, (ii) 2,000,000 shares of common stock, par value $0.001 per share, designated as "Class B Common Stock" (the "Class B Company Common Shares" and, together with the Class A Company Common Shares, the "Company Common Shares"), of which 730,855 are issued and outstanding, (iii) 10,001,000 shares of preferred stock, par value $0.001 per share, of which 10,000,000 are designated as "Series C Participating Preferred Stock" (the "Company Preferred Shares" and together, with the Company Common Shares, the "Shares"), of which 6,765,302 shares are issued and outstanding. Schedule 3.2(a) of the Company Disclosure Letter sets forth, as of the date hereof, the record owners of the Shares and the Company Options, including the

number of Shares and Company Options (which correspond to the number of Class B Company Common Shares issuable upon exercise in full of the Company Options) held by each Stockholder and Optionholder. With respect to each Company Option, Schedule 3.2(a) of the Company Disclosure Letter also sets forth the grant date and exercise price of each such Company Option. Each Company Option is evidenced by a stock option agreement that has been made available to Parent and does not constitute nonqualified deferred compensation under Section 409A of the Code. All outstanding Shares are, and all shares of capital stock of the Company which may be issued pursuant to the Company Options will be, if issued and paid for in accordance with the terms thereof, duly authorized, validly issued, fully paid and nonassessable and not subject to preemptive rights. As of the Closing Date, as a result of the transactions contemplated hereby, there will be no Company Options that are not Vested Company Options. The Per Share Optionholder Closing Consideration exceeds the exercise price of each Vested Company Option.

(ii)Except as set forth in Section 3.2(a), as of the date hereof, there are no outstanding (i) Shares of or other voting or equity interests in the Company, (ii) securities of the Group Companies convertible into or exercisable or exchangeable for Shares or other voting or equity interests in the Company, (iii) options, warrants, subscription rights or other rights or agreements, commitments or understandings to acquire from the Company, or other obligation of the Group Companies to issue, transfer or sell, any Shares or other voting or equity interests in the Company or securities convertible into or exercisable or exchangeable for Shares of or other voting or equity interests in the Company or (iv) stock appreciation, phantom stock, profit participation or other equity-based compensation or similar rights with respect to any of the Shares or any other equity securities of the Company to which the Group Companies are bound (the items in clauses (i), (ii), (iii) and (iv) being referred to collectively as the "Company Securities"). Other than as may be expressly set forth in their respective Organizational Documents, there are no outstanding obligations of the Group Companies to repurchase, redeem or otherwise acquire any Company Securities. The Group Companies have no authorized or outstanding bonds, debentures, notes or other indebtedness for which the holders thereof have the right to vote (or which are convertible into or exercisable for securities having the right to vote) on any matter on which the Equityholders may vote. None of the Group Companies or, to the Company's Knowledge, any of the Equityholders, is a party to any stockholders agreement, voting agreement, proxy, voting trust or similar agreement with respect to the Company Securities, and there are no other contracts restricting or otherwise relating to the voting of the Company Securities, in each case other than the Company's Organizational Documents and the Existing Company Stockholders' Agreement made available to Parent as of the date hereof.

Section c. Company Subsidiaries

.

(i)Each Company Subsidiary, its respective jurisdiction of organization, its respective equity holders and percentage ownership are identified on Schedule 3.3(a) of the Company Disclosure Letter. Each of the Company Subsidiaries is a corporation, partnership or other legal entity, as the case may be, duly organized and validly existing under the Laws of its

respective jurisdiction of organization. Each Company Subsidiary has all requisite corporate, partnership or other legal entity power and authority to own, lease and operate its properties and to carry on its business as presently conducted, except where the failure to have such power and authority would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect. Each Company Subsidiary is in good standing under the Laws of its respective jurisdiction of organization and is duly qualified and in good standing (if applicable) as a foreign corporation duly authorized to do business in all jurisdictions, except where the failure to be so duly qualified or in good standing would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

(ii)All of the issued and outstanding shares or other ownership interests of each of the Company Subsidiaries have been duly authorized and validly issued and are fully paid and non-assessable (to the extent such concepts are applicable) and, except as set forth on Schedule 3.3(a) of the Company Disclosure Letter, are owned, directly or indirectly, by the Company free and clear of all Liens, except for Permitted Liens, restrictions under applicable securities Laws and any Liens created as a result of Parent or Merger Sub, including as a result of any financing to be undertaken by Parent or Merger Sub in connection with the transactions contemplated by this Agreement. Except as set forth on Schedule 3.3(a) of the Company Disclosure Letter, there are no outstanding (i) shares of capital stock of or other voting or equity interests in any Company Subsidiary, (ii) securities of any Company Subsidiary convertible into or exercisable or exchangeable for shares of capital stock of or other voting or equity interests in any of the Group Companies or (iii) options, warrants, subscription rights, stock appreciation, phantom stock, profit participation or other equity-based compensation or other rights or agreements, commitments or understandings of any kind to acquire from any Company Subsidiary, or other obligation of any Company Subsidiary to issue, transfer or sell, any shares of capital stock of or other voting or equity interests in any Company Subsidiary or securities convertible into or exercisable or exchangeable for shares of capital stock of or other voting or equity interests in any Company Subsidiary (the items in clauses (i), (ii) and (iii) being referred to collectively as the "Subsidiary Securities").

(iii)Except as set forth on Schedule 3.3(c) of the Company Disclosure Letter, there are no outstanding obligations of any Company Subsidiary to repurchase, redeem or otherwise acquire any Subsidiary Securities.

(iv)None of the Group Companies own any shares of capital stock of or other voting or equity interests in (including any securities exercisable or exchangeable for or convertible into shares of capital stock of or other voting or equity interests in) any other Person other than the Subsidiary Securities.

Section d. No Conflicts; Consents and Approvals

.

(i)The execution, delivery and performance by the Company of this Agreement and the other Transaction Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby do not and will not (with or without the giving of notice, the

lapse of time, or both) result in (i) assuming compliance with the matters referred to in Section 3.4(b), any violation or breach of any Law applicable to the Group Companies or any of the properties or assets of the Group Companies or the violation or revocation of any required Permit from any Governmental Entity, (ii) except as set forth on Schedule 3.4(a) of the Company Disclosure Letter, any violation or breach of, any termination or modification of any right, or the triggering or acceleration of any payments or rights under, or require a Consent under, any Material Contract or the creation of any Lien upon any of the properties or assets of the Group Companies or (iii) subject to the receipt of the Company Stockholder Written Consent, any violation of the Organizational Documents of the Group Companies, except in the case of clauses (i) and (ii), to the extent that the occurrence of any of the foregoing would not reasonably be expected to be, individually or in the aggregate, material to the Group Companies, taken as a whole.

(ii)Other than (i) compliance with and filings under the HSR Act, (ii) the filing of the Certificate of Merger, and (iii) the Licensee Consents as set forth on Schedule 3.4(b) of the Company Disclosure Letter, no Consent of any Governmental Entities is required to be obtained by the Group Companies in connection with the execution, delivery and performance of this Agreement, the other Transaction Documents or the consummation of the transactions contemplated hereby or thereby, except where the failure to obtain such Consents would not reasonably be expected to be, individually or in the aggregate, material to the Group Companies, taken as a whole.

Section e. Financial Statements

. The Company has made available to Parent copies of (a) the audited consolidated financial statements of the Group Companies for the fiscal years ended December 31, 2018 and 2019, together with the reports thereon by the Company's accountants (in each case, including a consolidated balance sheet and consolidated statements of income, cash flows and stockholders' equity) (the "Audited Financial Statements") and (b) the unaudited consolidated financial statements of the Group Companies for the nine (9) month period ended September 30, 2020 (including a consolidated balance sheet and a consolidated statement of income only) (the "Most Recent Financial Statements" and, together with the Audited Financial Statements, the "Financial Statements"). The Financial Statements have been prepared from the books and records of the Group Companies and in accordance with GAAP applied on a consistent basis (except as may be indicated in the notes thereto and, in the case of the Most Recent Financial Statements, for the absence of footnotes and normal year-end adjustments). The Financial Statements present fairly in all material respects the financial position, results of operations and cash flows of the Group Companies at and for the respective periods indicated.

Section f. Absence of Undisclosed Liabilities

. Except as set forth on Schedule 3.6 of the Company Disclosure Letter, the Company does not have any liabilities or obligations of any nature, whether absolute, accrued, contingent or otherwise and whether due or to become due, in each case, that would be required by GAAP to be set forth on the consolidated balance sheet of the Company, except (a) as reflected on and reserved against in the Financial Statements, (b) liabilities and obligations incurred in the

Ordinary Course of Business since September 30, 2020 (none of which is a material liability for breach of contract, tort, or infringement or a claim or lawsuit or an environmental liability), (c) executory obligations of the Group Companies under the agreements, contracts, leases and licenses to which they are a party, including the Material Contracts (other than as a result of a material breach of or default under such agreements, contracts, leases and licensees), and (d) liabilities or obligations that would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section g. Assets; Real Property

.

(i)Title to Assets. The Group Companies have good and valid title to, or otherwise have the right to use pursuant to a binding, valid and enforceable lease, license or similar contractual arrangement, all of their material assets, in each case free and clear of any Liens other than Permitted Liens. The assets of the Group Companies constitute all of the material assets that are necessary and sufficient for the operation of the business of the Group Companies as presently operated.

(ii)Leased Real Property. Schedule 3.7(b) of the Company Disclosure Letter lists (i) all real property leased by the Group Companies under leases that provide for annual base rent payable by the Group Companies (the "Leased Real Property"), and (ii) the leases pursuant to which such real property is leased, in each case, together with all amendments, extensions, renewals, guaranties and other agreements with respect to such leases (the "Leases"). The Leased Real Property constitutes all of the real property used by the Group Companies in the conduct of the business, and the applicable Group Company has a valid and enforceable leasehold interest in each parcel or tract of real property leased by it free and clear of all Liens (other than Permitted Liens). The Group Companies have delivered to Parent a true, complete and correct copy of each material Lease document. Subject to the Enforceability Exceptions, each Lease is in full force and effect and, to the Company's Knowledge, is enforceable against the landlord that is party thereto in accordance with its terms, except as would not be material to the Group Companies, taken as a whole. None of the Group Companies' possession and quiet enjoyment of the Leased Real Property under any Lease has been disturbed in any material respect, and there exists no material default, breach or event of default, and no event has occurred or circumstances exist which, with the delivery of notice or passage of time or both, would constitute a material breach or default, or permit termination, modification or acceleration of rent under such Lease.

(iii)Owned Real Property. None of the Group Companies owns any real property.

Section h. Contracts

.

(i)Schedule 3.8 of the Company Disclosure Letter lists all Material Contracts. The term "Material Contracts" means all of the following types of contracts, agreements or

arrangements (whether written or oral) to which the Group Companies are a party or by which the Group Companies or any of their respective properties or assets are legally bound as of the date hereof:

(1) any contract, agreement or arrangement with a financial institution or similar entity (each, a "Financial Institution") pursuant to which such Financial Institution agrees to provide bank account access or services, or other banking related services, including access to the Automated Clearing House network or payment card networks, to the Group Companies or their clients, or pursuant to which such Financial Institution appoints any Group Company as its authorized delegate or representative ("Material Bank Agreements");

(2) any contract, agreement or arrangement relating to Indebtedness (whether incurred, assumed, guaranteed or secured by any asset) with respect to an amount in excess of $1,000,000;

(3) any joint venture, partnership, limited liability company or other similar contracts, agreements or arrangements;

(4) any contract, agreement, arrangement or series of related contracts, agreements or arrangement(s), including any option agreement, relating to the acquisition or disposition of any business, capital stock or assets of any other Person or any material real property (whether by merger, sale of stock, sale of assets or otherwise), in each case since the Lookback Date and for which any liability or obligation of the Group Companies remains outstanding;

(5) any contract, agreement or arrangement that limits in any material respect the freedom of the Group Companies to compete in any line of business or with any Person or in any area;

(6) any contract, agreement or arrangement (other than purchase or sale orders entered into in the Ordinary Course of Business for which there is an underlying written agreement) with any of the Material Vendors;

(7) any lease under which (A) the Group Companies are lessees of, or holds or uses, any machinery, equipment, vehicle or other tangible personal property owned by a third party or (B) the Group Companies are lessors or sublessors of, or makes available for use by any third party, any tangible personal property owned or leased by the Group Companies, in each case, which has future required scheduled payments in excess of $500,000 in any calendar year;

(8) any contract, agreement or arrangement (other than (A) employment or compensation-related agreements or Company Benefit Plans, (B) agreements entered into in the Ordinary Course of Business and (C) agreements between any Group Companies) between any Group Company and any Affiliate of the Company;

(9) any contract, agreement or arrangement under which the Group Companies have made advances or loans to any other Person in excess of $500,000 other than advances made to an employee of the Group Companies in the Ordinary Course of Business pursuant to any Company Benefit Plan that is listed on Schedule 3.11(a) of the Company Disclosure Letter;

(10) any settlement agreement entered into within the twelve (12) months immediately prior to the date hereof with any Person pursuant to which the Group Companies are obligated to pay consideration in excess of $500,000;

(11) any agreement with any Governmental Entity outside of the Ordinary Course of Business or under which payments of $500,000 or more were made to the Group Companies during the twelve (12) month period ended on September 30, 2020;

(12) any agreement relating to any interest rate, derivatives or hedging transaction;

(13) any agreement under which (A) any Person (other than the Group Companies) has directly or indirectly guaranteed any liabilities or obligations of any Group Company or (B) any Group Company has directly or indirectly guaranteed any liabilities or obligations of any other Person (other than the Group Companies), in each case other than endorsements for the purpose of collection in the Ordinary Course of Business;

(14) any IP Agreement; or

(15) any contracts, agreements or arrangements with a debt settlement company or attorney or law firm (each a "Debt Settlement Provider") pursuant to which the Group Companies provide services to such Debt Settlement Provider in the Ordinary Course of Business.

(ii)True, correct and complete copies of each Material Contract have been made available to Parent. Subject to the Enforceability Exceptions, each such Material Contract is a valid and binding agreement of the applicable Group Company party thereto and is in full force and effect as to the applicable Group Company party thereto and, to the Company's Knowledge, as to each other party thereto. None of the Group Companies and, to the Company's Knowledge, any other party thereto is in material default or material breach under any such Material Contract, and none of the Group Companies has received or delivered any written claim or notice of default or material breach under any such Material Contract, any written notice of intent to cancel, terminate or modify any such Material Contract, or any written notice of an indemnification or other material claim under any such Material Contract.

Section i. Vendors

. Schedule 3.9 of the Company Disclosure Letter lists the names of each of the ten (10) largest vendors of the Group Companies, taken as a whole, for the twelve (12) month period ended September 30, 2020 (the "Material Vendors"). None of the Group Companies has

received any written notice stating that any such Material Vendor has ceased, or intends to cease, to supply goods or services to the Group Companies or to otherwise terminate or materially reduce or modify its relationship with the Group Companies.

Section j. Labor

.

(i)None of the Group Companies is a party to or is otherwise bound by any collective bargaining agreement, and, to the Company's Knowledge, there are no labor unions or other organizations or groups representing, purporting to represent or attempting to represent any employees of the Group Companies. There is no pending or, to the Company's Knowledge, threatened strike, slowdown, picketing or work stoppage by, or lockout of, or other similar labor dispute, activity or organizing campaign with respect to any employees of the Group Companies and no such dispute, activity or campaign has occurred since the Lookback Date. Each Group Company is, and since the Lookback Date has been, in compliance in all material respects, with all applicable Laws and contracts respecting labor and employment, employment practices, terms and conditions of employment, wages and hours and occupational safety and health, including the WARN Act. There are no pending Proceedings against or affecting any Group Company relating to the alleged violation of any Laws pertaining to labor relations, employment or employment practices, including unfair labor practice charges, except as would not, individually or in the aggregate, reasonably be expected to result in a material liability to a Group Company.

(ii)Each individual who renders services to the Company or any of its Subsidiaries who is classified by the Company or such Subsidiary, as applicable, as having the status of an independent contractor or other non-employee status for any purpose (including for purposes of taxation and tax reporting and under Company Benefit Plans) is properly so characterized.

Section k. Employee Benefit Plans and Related Matters; ERISA

.

(i)Disclosure. Schedule 3.11(a) of the Company Disclosure Letter lists all material Company Benefit Plans. With respect to each Company Benefit Plan, the Company has made available to Parent true, correct and complete copies of, as applicable, (i) such Company Benefit Plan and any other writing constituting a part of such Company Benefit Plan, including all plan documents, employee communications, and benefit schedules, (ii) the summary plan description and all summaries of material modifications, (iii) any trust agreements, insurance contracts and other funding vehicles, (iv) the most recent Form 5500, (v) any material correspondence with a Governmental Entity and (vi) the most recent IRS determination or opinion letter with respect to any Company Benefit Plan that is intended to be qualified under Section 401(a) of the Code.

(ii)Qualification. Each Company Benefit Plan intended to be qualified under Section 401(a) of the Code, and the trust (if any) forming a part thereof, has received a favorable determination letter from the IRS and, to the Company's Knowledge, there are no circumstances or events that could result in any revocation of, or an adverse change to, such determination letter

or otherwise adversely affect the qualified status of such plan or trust. Each Company Benefit Plan (and each related trust, insurance contract, fund or agreement) has been maintained, funded and administered in all material respects in accordance with its terms and all applicable requirements of ERISA, the Code and other applicable Law.

(iii)Liability; Compliance.

(1) No Group Company nor any of its ERISA Affiliates has any current or contingent liability under Title IV of ERISA. With respect to each Company Benefit Plan, all contributions or payments (including all employer contributions, employee salary reduction contributions and premium or benefit payments) that are due have been made within the time periods prescribed by the terms of each such Company Benefit Plan, ERISA, the Code and applicable Law, as the case may be, and all such contributions or payments for any period ending on or before the Closing Date that are not yet due have been made, paid or properly accrued in the Financial Statements in accordance with GAAP applied on a consistent basis. As of the date hereof, the amount by which the fair market value of the assets of any Company Benefit Plan is less than the actuarial present value of all accrued benefits under such Company Benefit Plan (whether or not vested) is fully reflected in the Financial Statements, regardless of whether required by GAAP.

(2) Except as would not reasonably be expected to result, either directly or indirectly, in material liability to the Group Companies, (A) other than routine claims for benefits, there are no pending or, to the Company's Knowledge, threatened claims by or on behalf of any participant or any Governmental Entity in any of the Company Benefit Plans, or otherwise involving any Company Benefit Plan or the assets of any Company Benefit Plan and (B) there have been no non-exempt "prohibited transactions" (as defined in Section 406 of ERISA or Section 4975 of the Code) or breaches of fiduciary duty with respect to any Company Benefit Plan. None of the Company Benefit Plans is presently under audit or examination (nor has notice been received by the Company of a potential audit or examination) by the IRS, the Department of Labor, or any other Governmental Entity, domestic or foreign.

(3) There does not now exist, nor do any circumstances exist that could result in, any Controlled Group Liability that would be a material liability of any Group Company following the Closing. Without limiting the generality of the foregoing, no Group Company nor any of its respective ERISA Affiliates, has engaged in any transaction described in Section 4069 or Section 4204 or 4212 of ERISA.

(4) Neither any Group Company nor any of its ERISA Affiliates has contributed to, has had any obligation to contribute to, or has or had any liability or obligation with respect to (A) a Multiemployer Plan, (B) a plan that has two or more contributing sponsors at least two of whom are not under common control, within the meaning of Section 4063 of ERISA, or (C) a plan subject to Section 302 or Title IV of ERISA or Section 412 of the Code. None of the Group Companies has any material liability or obligation, current or contingent, with respect to an arrangement that provides for post-employment or retiree medical, life insurance or other welfare-type benefits (other than health continuation coverage required by Section 4980B

of the Code or similar applicable Law for which the covered individual pays the full cost of coverage).

(5) With respect to each Company Benefit Plan that is subject to Title IV or Section 302 of ERISA or Section 412 or 4971 of the Code: (A) there does not exist any accumulated funding deficiency within the meaning of Section 412 of the Code or Section 302 of ERISA, whether or not waived; (B) the fair market value of the assets of such Company Benefit Plan equals or exceeds the actuarial present value of all accrued benefits under such Company Benefit Plan (whether or not vested) on a termination basis; (C) no reportable event within the meaning of Section 4043(c) of ERISA for which the 30-day notice requirement has not been waived has occurred, and the consummation of the transactions contemplated by this agreement will not result in the occurrence of any such reportable event; (D) all premiums to the Pension Benefit Guaranty Corporation have been timely paid in full; (E) no material liability (other than for premiums to the Pension Benefit Guaranty Corporation) under Title IV of ERISA has been or is expected to be incurred by any Group Company; and (F) the Pension Benefit Guaranty Corporation has not instituted proceedings to terminate any such Company Benefit Plan and, to the Company's Knowledge, no condition exists that presents a risk that such proceedings will be instituted or which would constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any such Company Benefit Plan.

(6) Each Company Benefit Plan subject to the Laws of any jurisdiction outside of the United States (A) has been maintained in all material respects in accordance with all applicable requirements, (B) if intended to qualify for special tax treatment, meets in all material respects all requirements for such treatment, and (C) if intended to be funded and/or book-reserved, is fully funded and/or book reserved, as appropriate, based upon reasonable actuarial assumptions.

(7) Neither the execution, delivery and performance of this Agreement or the consummation the transactions contemplated by this Agreement will (either alone or in conjunction with any other event) result in an increase in the amount of compensation or benefits or the acceleration of the vesting or timing of payment of any compensation or benefits payable to or in respect of any current or former employee, officer, director or independent contractor of any of the Group Companies or any increased or accelerated funding obligation with respect to any Company Benefit Plan, other than the vesting of the Company Options, which shall occur as a result of the transactions contemplated hereby.

(8) No amount, payment or deemed payment (whether in cash or property or the vesting of property) by the Group Companies will arise or be made as a result (alone or in combination with any other event) of the execution, delivery and performance of this Agreement by the Company, or the consummation of the transactions contemplated by this Agreement, that will be an "excess parachute payment" within the meaning of Section 280G of the Code. None of the Group Companies has any current or contingent indemnity or gross-up obligation for any Taxes imposed under Section 4999 or Section 409A of the Code.

Section l. Intellectual Property

.

1. Owned IP. Schedule 3.12(a) of the Company Disclosure Letter lists all applications and registrations for trademarks, copyrights, trade names, service marks, patents and Internet domain names owned by the Group Companies. The Group Companies exclusively own all right, title, and interest in and to all Intellectual Property Rights they own or purport to own, including each of the items set forth on Schedule 3.12(a) of the Company Disclosure Letter (collectively, the "Owned Intellectual Property"), in each case free and clear of all Liens, except as set forth on Schedule 3.12(a) of the Company Disclosure Letter and except for Permitted Liens. No (i) government funding, or (ii) facilities of a university, college, or research center was used in the development of the Owned Intellectual Property. The Group Companies exclusively own, or have a valid license to use or otherwise have the legal right to use, all Intellectual Property Rights used in or necessary to the conduct of the Business as presently conducted in all material respects, free and clear of all Liens, except as set forth on Schedule 3.12(a) of the Company Disclosure Letter and except for Permitted Liens. The Owned Intellectual Property is valid, subsisting, and, to the Company's Knowledge, enforceable.

2. Non-Infringement. To the Company's Knowledge, the operation of the Business as currently conducted does not infringe, misappropriate, or otherwise violate, and since the Lookback Date has not infringed, misappropriated or otherwise violated, any Intellectual Property Rights of any third party. Since the Lookback Date, none of the Group Companies has received any written notice that it is infringing on or has misappropriated or otherwise violated the Intellectual Property Rights of any Person (including any demand or request from a third party that the Group Companies license any Intellectual Property Rights) and, to the Company's Knowledge, no Person is infringing upon or misappropriating or otherwise violating any of the Owned Intellectual Property.

3. IP Agreements. Schedule 3.12(c) of the Company Disclosure Letter lists all contracts to which the Group Companies are a party, in each case as of the date hereof (other than contracts for Commercial Software and contracts with clients or customers entered into in the Ordinary Course of Business) that relate to (i) the Group Companies' licensing or permitting any Person to use any of the Owned Intellectual Property, (ii) any Person licensing or permitting the Group Companies to use any Intellectual Property Rights, (iii) the ownership or development of any Intellectual Property Rights owned or used by the Group Companies, and (iv) the Group Companies' ability to use, enforce, or disclose any Intellectual Property Rights (collectively, the "IP Agreements"). Neither the execution, delivery or performance of this Agreement or any Transaction Documents nor the consummation of the contemplated transaction will, with or without notice or lapse of time, result in, or give any other Person the right or option to cause or declare: (A) a loss of, or Lien on, any material Owned Intellectual Property; (B) a breach of or default under any IP Agreement, except as would not reasonably be expected to be material, individually or in the aggregate, to the Group Companies, taken as a whole; (C) the release, disclosure or delivery of any material Owned Intellectual Property by or to any escrow agent or

other Person; or (D) the grant, assignment or transfer to any other Person of any license or other right or interest under, to or in any of the material Owned Intellectual Property.

4. Employees and Contractors. Except as set forth on Schedule 3.12(d) of the Company Disclosure Letter, each current and former employee, officer, director, consultant, and independent contractor of the Group Companies involved in the creation or development of material Intellectual Property Rights for the Group Companies has entered into a valid and enforceable written agreement with the Group Companies pursuant to which such Person (i) assigns to the Group Companies all Intellectual Property Rights created or developed by such Person within the scope of such Person's duties to the Group Companies and (ii) is prohibited from using or disclosing confidential information of the Group Companies for any unauthorized purposes. To the Company's Knowledge, no such current or former employee, consultant, or independent contractor of the Group Companies is in violation of any such agreement.

5. Trade Secrets. The Group Companies have taken commercially reasonable actions to maintain, protect and enforce the Owned Intellectual Property, including to maintain the confidentiality of the Owned Intellectual Property constituting trade secrets or other confidential information. To the Company's Knowledge, there has been no unauthorized disclosure of any such trade secrets or other confidential information.

6. Source Code. No source code for any proprietary Software of the Group Companies has been delivered, licensed or made available to any escrow agent or other Person who is not, as of the date of this Agreement, an employee of a Group Company. No Group Company has a duty or obligation (whether present, contingent or otherwise) to deliver, license or make available the source code for any such Software to any escrow agent or other Person. No event has occurred, and, to the Company's Knowledge, no circumstance or condition exists, that (with or without notice or lapse of time) will, or could reasonably be expected to, result in the delivery, license or disclosure of the source code for any such Software to any other Person.

7. Data Security and Privacy. Since the Lookback Date, the business of the Group Companies have not experienced any material incident in which Personal Information was stolen or improperly accessed, including any breach of security. Since the Lookback Date, none of the Group Companies has received any written notices or complaints from any Person with respect to any such access or breach. The Group Companies are and, since the Lookback Date, have been in compliance in all material respects with the Processing of Personal Information related to the Business and information privacy and security representations, warranties, agreements, covenants and obligations they have given to their customers in business associate agreements or otherwise, and have provided all certifications to applicable Governmental Entities as required under Information Privacy and Security Laws, including Part 500 of the regulations administered by the New York State Department of Financial Services. The Group Companies maintain, and, since the Lookback Date, have remained in compliance, in all material respects, with, a comprehensive written information security program that includes commercially reasonable administrative, physical and technical measures to protect the confidentiality, integrity, availability and security of Personal Information related to the Information Technology used or relied upon by the Group Companies in the conduct of their business ("Business

Information Technology") against any unauthorized control, use, access, interruption, modification or corruption related to the business of the Group Companies and to ensure the continued, uninterrupted and error-free operation of the Business Information Technology. Since the Lookback Date, there has been no data security breach or other third-party unauthorized access or Processing of data related to the Business or the Business Information Technology, or other security incident.

1. Information Technology, Business Continuity and Disaster Recovery. The Business Information Technology is sufficient for the current and currently anticipated needs of such business, including as to capacity, scalability and ability to process current and anticipated peak volumes in a timely manner, and are subject to commercially reasonable disaster recovery procedures. The Group Companies have taken commercially reasonable measures to (i) protect the confidentiality, integrity and security of the Business Information Technology from any unauthorized use, access, interruption, or modification; (ii) prevent the introduction of any virus, worm, or similar disabling code or program into such Business Information Technology; (iii) defend the Business Information Technology against denial of service attacks, distributed denial of service attacks, hacking attempts, and like attacks and security breaches by any Person; and (iv) ensure the continued, uninterrupted and error-free operation of Business Information Technology, including protecting and maintaining the security, maintenance, recovery, redundancy and integrity of the Business Information Technology. The Business Information Technology have not had, since the Lookback Date, any material errors, bugs or defects, in each case, which have not been remedied in all material respects, nor do the Business Information Technology contain any malicious code or device designed to disrupt, disable, harm, distort or otherwise impede in any material manner the legitimate operation of such Business Information Technology (including any viruses, "worms", "time bombs" or "back doors"). No material part of the Business Information Technology is currently inoperative or prone to material malfunction or error.

1. Open Source Software. The Group Companies do not use any Software that is subject to any "open source", "copyleft" or analogous license or obligation (including any license approved by the Open Source Initiative and listed at http://www.opensource.org/licenses, GPL, AGPL or other open source software license) requiring the Group Companies to disclose or distribute the Group Companies' proprietary source code or make available at no charge or otherwise license such proprietary software to third parties.

Section m. Governmental Authorizations; Compliance with Law

.

2. Each Group Company holds and at all times since the Extended Lookback Date, held, all material Permits necessary for the lawful conduct of their respective businesses. The Permits held by the Group Companies as of the date hereof are listed on Schedule 3.13(a) of the Company Disclosure Letter, and each such Permit has been duly obtained and is in full force and effect. Each Group Company is, and since the Extended Lookback Date, has been, in compliance in all material respects with all applicable Permits. Since the Extended Lookback Date, no Group Company has received any written notice of non-compliance or alleged non-

compliance with any applicable Permit, except with respect to matters that are not material and have either been resolved or are no longer outstanding. To the Company's Knowledge, no suspension or cancellation of any Permit is threatened by any Governmental Entity.

3. Except in each case as would not reasonably be likely to be, either individually or in the aggregate, material to the Group Companies, taken a whole, each Group Company has since the Extended Lookback Date complied with and is not in default or violation under any Law applicable to such Group Company. Since the Extended Lookback Date, neither any Group Company nor, to the Company's Knowledge, any other Person, has received any written notice of any non-compliance or alleged non-compliance with any applicable Law, except with respect to matters that are not material and have either been resolved or are no longer outstanding.

4. Except where the actions would not reasonably be likely to be, either individually or in the aggregate, material to the Group Companies, taken as a whole, the Group Companies have, since the Extended Lookback Date, complied with and are not in default or violation under any applicable bylaws, operating rules, regulations and requirements of the National Automated Clearinghouse Association and any applicable payment network, exchange or association, including any ATM networks and payment networks (including VISA, MasterCard/Discover and AMEX). Since the Extended Lookback Date, neither any Group Company nor, to the Company's Knowledge, any other Person, has received any written notice of any non-compliance or alleged non-compliance with any such bylaws, operating rules, regulations or requirements, except with respect to matters that are not material and have either been resolved or are no longer outstanding.

5. Except for normal examinations conducted by a Governmental Entity in the Ordinary Course of Business, since the Extended Lookback Date no Governmental Entity has initiated or, to the Company's Knowledge, threatened, any Proceeding with respect to the Business or the business or operations of any Group Company. Each Group Company has resolved all areas or incidents of material non-compliance identified by any Governmental Entity with respect to any report, form, schedule, registration, statement or other document filed by, or relating to any examinations by any such Governmental Entity of any Group Company.

6. Each Group Company is, and has at all times since the Extended Lookback Date been, in compliance in all material respects with all applicable Laws related to financial recordkeeping or reporting, or the prevention of money laundering or terrorist financing, in the jurisdictions in which it is organized and conducts the Business, including the Bank Secrecy Act of 1970 and its implementing regulations, 31 C.F.R. Chapter X, each as amended, and Part 504 of the regulations administered by the New York State Department of Financial Services (collectively, the "Anti-Money Laundering Laws"). No Group Company or, to the Company's Knowledge, none of their respective directors, officers, or employees, since the Extended Lookback Date: (i) has been or is in material violation of any applicable Anti-Money Laundering Law; (ii) has engaged or engages in any transaction, investment, undertaking or activity (in each case, in the course of such Person's employment) that violates any Anti-Money Laundering Law in any material respect; or (iii) has received any written notice from a

Governmental Entity, outside of a routine regulatory examination, alleging that any Group Company has violated, or is otherwise subject to penalties or an enforcement action under, any applicable Anti-Money Laundering Laws. Each Group Company has adopted, implemented and maintains policies and procedures that reflect each company's obligations under applicable Anti-Money Laundering Laws. Each Group Company has, since the Extended Lookback Date, maintained all books and records required pursuant to Anti-Money Laundering Laws for such retention period as those Laws require.

7. Since the Extended Lookback Date, no Group Company or, to the Company's Knowledge, none of their respective directors, officers, or employees: (i) is or was a Restricted Person; (ii) conducts or has conducted any business, or engages or has engaged in, making or receiving any contribution of funds, goods or services to or for the benefit of any Restricted Person; (iii) deals or has dealt in, or otherwise engages or has engaged in any transaction related to, any property or interests in property blocked pursuant to any applicable sanctions administered by OFAC or other applicable Sanctions; (iv) engages or has engaged in, or conspires or has conspired, to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the applicable prohibitions set forth in any of the foregoing clauses of this Section 3.13(f); (v) engages or has been engaged in any transaction, activity or conduct that could reasonably be expected to result in it breaching any Sanctions or its being designated as a Restricted Person; or (vi) has received notice of, or is otherwise aware of, any Proceeding involving it with respect to Sanctions.

8. No Group Company or, to the Company's Knowledge, none of their respective directors, officers, employees, agents, representatives and Affiliates has directly or indirectly made or offered any contribution, gift, bribe, rebate, payoff, influence payment, kickback or any other things of value to or for the benefit of any official, employee or individual acting on behalf of any Governmental Entity, candidate for public office, political party, political campaign or other Person, private or public, regardless of form, whether in money, property, or services, for the purpose of: (i) influencing any act or decision of such government official, candidate, party, campaign or other Person; (ii) inducing such government official, candidate, party, campaign or other Person to do or omit to do any act in violation of a lawful duty; (iii) obtaining or retaining business for or with any Person; (iv) expediting or securing the performance of official acts of a routine nature; or (v) otherwise securing any improper advantage. Each Group Company and, to the Company's Knowledge, their respective directors, officers, employees, agents, representatives and Affiliates have not violated, and are in compliance in all material respects with, the Foreign Corrupt Practices Act of 1977, 15 U.S.C. §§ 78dd-1, et seq., or in all material respects other applicable anti-bribery or anti-corruption related provisions in criminal and anti-competition Laws in any applicable jurisdiction (collectively, the "Bribery Legislation"). No Group Company is, or has at any time been, subject to any Proceeding, or made any voluntary disclosures to any Governmental Entity, involving any Group Company in any way relating to applicable Bribery Legislation. Each Group Company has in place, in accordance with the Bribery Legislation, adequate policies, procedures, controls and systems (including accounting systems, purchasing systems and billing systems) designed to prevent their directors, officers, employees, agents, representatives and Affiliates from unlawfully offering, promising or giving anything of value to another Person to obtain or retain

business or an advantage in the conduct of their business and to otherwise ensure compliance with the Bribery Legislation, and has kept accurate records of its activities, including financial records, in a form and manner appropriate for a business of its size and resources.

Section n. Litigation

. Except as set forth on Schedule 3.14 of the Company Disclosure Letter, (a) since the Lookback Date, there has been no Proceeding pending or, to the Company's Knowledge, threatened against the Group Companies or any of their respective properties or assets, and (b) there are no settlement agreements or similar written agreements with any Governmental Entity and no outstanding orders, judgments, stipulations, decrees, injunctions, determinations or awards issued by any Governmental Entity against the Group Companies or any of their respective properties or assets, except, in each case, as would not result in material liability to the Group Companies, taken as a whole.

Section o. Taxes

.

9. Filing and Payment. All material Tax Returns required to be filed by, on behalf of or with respect to the Group Companies have been duly and timely filed and are complete and correct in all material respects. All material Taxes (whether or not reflected on such Tax Returns) required to be paid by or with respect to the Group Companies have been duly and timely paid. All material Taxes required to be withheld by the Group Companies have been duly and timely withheld, and such withheld Taxes have been either paid to the proper Governmental Entity or properly set aside in accounts for such purpose.

10. Procedure and Compliance. As of the date hereof: (i) no written agreement waiving or extending the statute of limitations or the period of assessment or collection of any material Taxes with respect to the Group Companies has been filed or entered into with (or been requested by) any Governmental Entity that is still in effect; (ii) no Tax Return reflecting material Taxes of the Group Companies is under audit or examination by any Governmental Entity; (iii) no Governmental Entity has asserted in writing any deficiency, claim or issue with respect to material Taxes against the Group Companies with respect to any taxable period for which the period of assessment or collection remains open, which has not been resolved; and (iv) none of the Group Companies have approached any state or local Governmental Entity to initiate any voluntary disclosure agreement proceeding or similar proceeding.

11. Closing Agreements and Consolidation. None of the Group Companies (i) has received or applied for a Tax ruling or entered into a closing agreement pursuant to Section 7121 of the Code (or any predecessor provision or any similar provision of state, local or foreign Law), in either case that would be binding upon the Group Companies after the Closing Date, (ii) is or has been during the past three (3) years a member of any affiliated, consolidated, combined or unitary group that includes any Person other than the Group Companies for purposes of filing Tax Returns on net income or (iii) has any liability for the Taxes of any Person (other than the

Group Companies) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign Law), as transferee or successor, or by contract (other than any commercial contract entered into the Ordinary Course of Business and the principal purpose for which is not the allocation or sharing of Taxes).

12. Certain Events. Within the last five (5) years, none of the Group Companies (i) has participated in a "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4(c), or (ii) has distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Sections 355 or 361 of the Code.

13. Income Shifting. None of the Group Companies will be required to include any material item or amount of income in, or exclude any material item or amount 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 or improper use of a method of accounting for a taxable period (or portion thereof) ending on or prior to the Closing Date, (ii) intercompany transaction or excess loss account described in the Treasury regulations under Section 1502 of the Code (or any similar provision of Tax Law), (iii) prepaid amount received on or prior to the Closing Date, (iv) installment sale or open transaction disposition made on or prior to the Closing Date, or (v) election by any Group Company under Section 108(i) or Section 965(h) of the Code.

14. Entity Classification. Each Group Company is, and at all times since its formation has been, properly classified in the manner set forth on Schedule 3.15(f) of the Company Disclosure Letter for U.S. federal and applicable state Tax purposes.

15. Tax Sharing and Tax Indemnities. None of the Group Companies are a party to any agreement or understanding providing for the allocation of liability for or sharing of Taxes or providing indemnification of a third party for Taxes.

16. Power of Attorney. None of the Group Companies have granted any person any power of attorney with respect to any Tax matter that continues in force after the Closing.

17. U.S. Real Property Holding Corporation. The Company has not been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

18. Affiliated Group. Other than group for which the Company acts as the parent, neither the Company nor any Group Company has been a member of an "affiliated group" within the meaning of Section 1504 of the Code or the unitary group or similar group of companies for which any Group Company may have joint, several or other liability.

Section p. Absence of Changes

. Since the date of the Most Recent Financial Statements, other than in connection with the transactions contemplated by this Agreement, (a) the Group Companies have conducted their business in all material respects in the Ordinary Course of Business, (b) there has been no Company Material Adverse Effect and (c) other than as contemplated by this Agreement, no Group Company has taken any action that, if taken by a Group Company between the date of this Agreement and the Closing Date, would have required the consent of Parent under Section 5.1.

Section q. Insurance

. Schedule 3.17 of the Company Disclosure Letter lists all material policies of insurance maintained by the Group Companies as of the date hereof, and true, correct and complete copies of such policies have been made available to Parent. Such policies are in full force and effect and all premiums due with respect to such insurance policies have either been paid or adequate provisions for the payment by the Company thereof have been made. As of the date hereof, to the Company's Knowledge, no written notice of cancellation, termination or revocation or other written notice that any such insurance policy is no longer in full force or effect or that the issuer of any policy is not willing or able to perform its obligations thereunder has been received by the Company or any Company Subsidiary. None of the Group Companies are in material breach or default under any such policy.

Section r. Environmental Matters

.

19. The Group Companies are, and since the Lookback Date have been, in compliance in all material respects with all applicable Environmental Laws and are in possession of, and in compliance in all material respects with all Permits required under applicable Environmental Laws.

20. Since the Lookback Date, none of the Group Companies has received from any Governmental Entity any notice of violation or alleged violation of any Environmental Law, other than any such violation or alleged violation that has been resolved and for which there are no additional obligations.

21. No Proceeding is pending or, to the Company's Knowledge, threatened against the Group Companies arising under or relating to any Environmental Law.

22. Since the Lookback Date, none of the Group Companies (nor any of their respective predecessors or controlled Affiliates) has (i) treated, stored, disposed of, arranged for the disposal of, transported, handled, or released, or exposed any Person to, any hazardous substances, or (ii) owned or operated any facility or property (including the Leased Real Property) which is or has been contaminated by any hazardous substances, in each case, so as to give rise to any material current or future liability (including any obligation to conduct any investigation or remediation) for the Group Companies under applicable Environmental Laws.

Section s. Brokers

23. . Except for Truist Securities, Inc., there is no investment banker, broker or finder retained by or authorized to act on behalf of the Group Companies who might be entitled to any fee or commission from Parent, Merger Sub or any of their respective Affiliates (including, after the Closing, the Surviving Entity and its Subsidiaries) upon consummation of the transactions contemplated hereby.

Section t. Transactions with Affiliates

. Except for employment-related arrangements (cash or equity), Schedule 3.20 of the Company Disclosure Letter lists all contracts, agreements, arrangements and other commitments or transactions of any kind to or by which the Group Companies, on the one hand, and any officer or director of the Group Companies, any Equityholder or any Affiliate of the Company (other than the Company's Subsidiaries), on the other hand, are parties or are otherwise bound or affected.

Section u. No Other Representations and Warranties

. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS ARTICLE 3 (AS MODIFIED BY THE COMPANY DISCLOSURE LETTER), NONE OF THE GROUP COMPANIES, NOR ANY OF THEIR RESPECTIVE AFFILIATES OR REPRESENTATIVES, MAKE OR HAVE MADE ANY REPRESENTATION OR WARRANTY IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY AND EXPRESSLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, WHETHER MADE BY THE GROUP COMPANIES, THEIR RESPECTIVE AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, MEMBERS, EQUITYHOLDERS, MANAGERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES, AS TO THE CONDITION, VALUE, PROBABLE SUCCESS, PROFITABILITY OR QUALITY OF THEIR RESPECTIVE BUSINESSES OR ASSETS, AND THE GROUP COMPANIES SPECIFICALLY DISCLAIM ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THEIR RESPECTIVE ASSETS, ANY PART THEREOF, THE WORKMANSHIP THEREOF, AND THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT, IT BEING UNDERSTOOD THAT SUCH ASSETS ARE BEING ACQUIRED "AS IS, WHERE IS" ON THE CLOSING DATE, AND IN THEIR PRESENT CONDITION, AND PARENT AND MERGER SUB SHALL RELY ON THEIR OWN EXAMINATION AND INVESTIGATION THEREOF, NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO PARENT, MERGER SUB OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF ANY DOCUMENTATION OR OTHER INFORMATION (INCLUDING ANY FINANCIAL PROJECTIONS OR OTHER SUPPLEMENTAL DATA).

Article 4.

REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Except (a) as set forth in the disclosure letter delivered to the Company on the date hereof and constituting an integral part of this Agreement (the "Parent Disclosure Letter") and (b) as otherwise disclosed in the Parent SEC Documents filed prior to the date hereof (other than any forward-looking disclosures contained in the "Forward Looking Statements" and "Risk Factors" sections of the Parent SEC Documents, but including any historical or factual matters disclosed in such sections), Parent and Merger Sub hereby represent and warrant to the Company as follows:

Section a. Organization

. Each of Parent and Merger Sub is a corporation, duly organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation and has all requisite power and authority to carry on its business as now being conducted, except where the failure to have such power or authority would not prevent or materially delay the consummation of the transactions contemplated hereby.

Section b. Authority

. Each of Parent and Merger Sub has all necessary power and authority to execute and deliver this Agreement and each other Transaction Document to which it is a party and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and each other Transaction Document to which it is a party and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of Parent or Merger Sub, as applicable, and no other proceeding (including by its equityholders) on the part of Parent or Merger Sub is necessary to authorize this Agreement or such other Transaction Documents or to consummate the transactions contemplated hereby or thereby. This Agreement has been, and each other Transaction Document to which Parent or Merger Sub is a party when executed will be, duly and validly executed and delivered by Parent and Merger Sub, as applicable, and constitutes or will constitute a valid, legal and binding agreement of Parent and Merger Sub (assuming the due and valid authorization, execution and delivery hereof and thereof by each of the other applicable parties hereto and thereto), enforceable against Parent or Merger Sub, as applicable, in accordance with its terms, subject to the Enforceability Exceptions.

Section c. No Conflicts; Consents and Approvals

. No notices to, filings with, or authorizations, consents or approvals of any Governmental Entity or other Person is necessary for the execution, delivery or performance of this Agreement, the other Transaction Documents or the consummation by Parent and Merger Sub of the transactions contemplated hereby and thereby, except for (a) compliance with and filings under the HSR Act, (b) the filing of the Certificate of Merger, (c) the Licensee Consents and (d) those set forth on Schedule 4.3 of the Parent Disclosure Letter. Neither the execution, delivery and performance of this Agreement, the other Transaction Documents or the consummation by Parent and Merger Sub of the transactions contemplated hereby or thereby will (i) conflict with or result in any breach of any provision of Parent's or Merger Sub's Organizational Documents, (ii) result in a violation or breach of or loss of any benefit under, or

cause acceleration, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lease, license, contract, agreement or other instrument or obligation to which Parent or Merger Sub is or will be a party or by which any of them or any of their respective properties or assets may be bound, or (iii) subject to the receipt of filings and other matters referred to on Schedule 4.3 of the Parent Disclosure Letter, violate any Law applicable to Parent, Merger Sub, or any of Parent's or Merger Sub's Subsidiaries or any of their respective material properties or assets, except in the case of clauses (ii) and (iii), for violations which would not prevent or materially delay the consummation of the transactions contemplated hereby. Parent is not prohibited or restricted, directly or indirectly, from paying the Termination Fee in cash to the Company.

Section d. Capital Stock

. As of the date hereof, the authorized capital stock of Parent consists of (a) 1,000,000,000 shares of common stock, par value $0.001 per share (the "Parent Common Shares"), of which 67,476,093 shares are issued and outstanding and (b) 100,000,000 shares of preferred stock, par value $0.001 per share, of which none are outstanding. As of the date hereof, 3,549,495 Parent Common Shares are subject to outstanding warrants. All outstanding Parent Common Shares been duly authorized and validly issued and are fully paid and non-assessable. Except as set forth above, as of the date hereof, there are no (i) shares of capital stock of or other voting or equity interests in Parent, (ii) securities of Parent convertible into or exercisable or exchangeable for shares of capital stock or other voting or equity interests in Parent, (iii) options, warrants, subscription rights or other rights or agreements, commitments or understandings to acquire from Parent, or other obligation of Parent to issue, transfer or sell, any shares of capital stock or other voting or equity interests in Parent or securities convertible into or exercisable or exchangeable for shares of capital stock of or other voting or equity interests in Parent or (iv) stock appreciation, phantom stock, profit participation or similar rights with respect to any shares of capital stock or any other equity securities of Parent to which Parent is bound. Neither Parent nor any of its Subsidiaries have any authorized or outstanding bonds, debentures, notes or other indebtedness for which the holders thereof have the right to vote (or which are convertible into or exercisable for securities having the right to vote) on any matter on which the equityholders of Parent or any of its Subsidiaries may vote.

Section e. Parent SEC Filings

. Parent has timely filed or furnished all reports, schedules, forms, registration statements and other documents required to be filed or furnished by Parent with the SEC since the Lookback Date (together with any documents furnished during such period by Parent to the SEC on a voluntary basis on Current Reports on Form 8-K and any reports, schedules, forms, registration statements and other documents filed with the SEC subsequent to the date hereof, collectively, the "Parent SEC Documents"). Each of the Parent SEC Documents, as amended prior to the date of this Agreement, complied (and each Parent SEC Document filed subsequent to the date hereof will comply) in all respects with, to the extent in effect at the time of filing or furnishing, the requirements of the Securities Act and the Exchange Act applicable to such Parent SEC

Documents, and none of the Parent SEC Documents when filed or furnished or, if amended prior to the date of this Agreement, as of the date of such amendment, contained, or with respect to Parent SEC Documents filed subsequent to the date hereof, will contain, any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. There are no unresolved comments received from the SEC staff with respect to the Parent SEC Documents on or prior to the date hereof. To Parent's Knowledge, none of the Parent SEC Documents filed on or prior to the date hereof is subject to ongoing SEC review or investigation.

Section f. Financial Statements

. The consolidated financial statements (including all related notes thereto) included in the Parent SEC Documents (if amended, as of the date of the last such amendment) comply as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, have been prepared from the books and records of Parent and its Subsidiaries, were prepared in accordance with GAAP applied on a consistent basis (except as may be indicated in the notes thereto and, in the case of the unaudited financial statements included therein, for the absence of footnotes and normal year-end adjustments) and present fairly in all material respects the consolidated financial position, results of operations and cash flows of Parent at and for the respective periods indicated (subject, in the case of the unaudited statements, to normal year-end audit adjustments and to the absence of information or notes not required by GAAP or the SEC's rules and regulations to be included in interim or unaudited financial statements). Parent has established and maintains disclosure controls and procedures and internal control over financial reporting (as such terms are defined in paragraphs (e) and (f), respectively, of Rule 13a-15 and paragraph (e) of Rule 15d-15 under the Exchange Act) as required by Rules 13a-15 and 15d-15 under the Exchange Act. Parent's disclosure controls and procedures are designed to ensure that all information (both financial and non-financial) required to be disclosed by Parent in the reports that it files or furnishes under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such information is accumulated and communicated to Parent's management as appropriate to allow timely decisions regarding required disclosure and to make the certifications required pursuant to Sections 302 and 906 of the Sarbanes-Oxley Act. Parent's management has completed an assessment of the effectiveness of Parent's disclosure controls and procedures and, to the extent required by applicable Law, presented in any applicable Parent SEC Document that is a report on Form 10-K or Form 10-Q, or any amendment thereto, its conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by such report or amendment based on such evaluation. Parent's management has not identified any significant deficiencies or material weaknesses in the design or operation of its internal control over financial reporting that would reasonably be expected to adversely affect Parent's ability to record, process, summarize and report financial information and, to Parent's Knowledge, there has been no fraud, whether or not material, that involves management or other employees who have a significant role in Parent's internal control over financial reporting.

Section g. Absence of Undisclosed Liabilities

. Parent does not have any liabilities or obligations of any nature, whether absolute, accrued, contingent or otherwise and whether due or to become due, in each case, that would be required by GAAP to be set forth in the consolidated balance sheet of Parent, except (a) as reflected on and reserved against in the most recent consolidated balance sheet included in the Parent SEC Documents (the "Parent Balance Sheet Date") or in the notes thereto (if any), (b) liabilities and obligations incurred in the ordinary course of business, consistent with past practice, since the Parent Balance Sheet Date (none of which is a material liability for breach of contract, tort, or infringement or a claim or lawsuit or an environmental liability), (c) executory obligations of Parent and its Subsidiaries under the agreements, contracts, leases and licenses to which they are a party (other than as a result of a material breach of or default under such agreements, contracts, leases and licensees), and (d) liabilities or obligations that would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect.

Section h. Governmental Authorizations; Compliance with Law

.

24. All of the material Permits necessary to conduct the business of Parent and its Subsidiaries as currently conducted have been duly obtained and are in full force and effect. Such Permits are listed on Schedule 4.8 of the Parent Disclosure Letter. Except in each case as would not reasonably be likely to be, either individually or in the aggregate, material to Parent and its Subsidiaries, taken as a whole, Parent and its Subsidiaries are, and since the Lookback Date, have been in compliance with all applicable Laws and Permits. Since the Lookback Date, none of Parent or its Subsidiaries has received any written notice of any non-compliance with any applicable Law or Permit, except in each case with respect to matters that are not material and have been resolved or are no longer outstanding.

25. Parent is in compliance in all material respects with (i) the applicable rules and regulations of the Nasdaq, (ii) the applicable listing requirements of the Nasdaq and (iii) the applicable provisions of the Sarbanes-Oxley Act, and has not, since the Lookback Date, received any notice asserting any non-compliance with the rules and regulations of the Nasdaq, the listing requirements of the Nasdaq or the applicable provisions of the Sarbanes-Oxley Act.

Section i. Litigation

. Except as set forth on Schedule 4.9 of the Parent Disclosure Letter (a) since the Lookback Date, there has been no Proceeding pending, or to Parent's Knowledge, threatened against Parent or its Subsidiaries or any of their respective properties or assets, and (b) there are no settlement agreements or similar written agreements with any Governmental Entity and no outstanding orders, judgments, stipulations, decrees, injunctions, determinations or awards issued by any Governmental Entity against Parent or any of its Subsidiaries or any of their respective properties or assets, except, in each case, as would not result in material liability to Parent and its Subsidiaries, taken as a whole.

Section j. Absence of Changes

. Except as set forth on Schedule 4.10 of the Parent Disclosure Letter, since the Parent Balance Sheet Date, other than in connection with the transactions contemplated by this Agreement, (a) Parent and its Subsidiaries have conducted their business in all material respects in the ordinary course of business, consistent with past practice, (b) there has been no Parent Material Adverse Effect and (c) other than as contemplated by this Agreement, neither Parent nor any of its Subsidiaries has taken any action that, if taken by Parent or any of its Subsidiaries between the date of this Agreement and the Closing Date, would have required the consent of the Company under Section 5.2.

Section k. Brokers

. Except for Cowen and Company, LLC, there is no investment banker, broker or finder retained by or authorized to act on behalf of Parent or Merger Sub (or any of their respective Affiliates) who might be entitled to any fee or commission from Parent, any of Parent's Subsidiaries, the Group Companies or any Equityholder or any of their respective Affiliates upon consummation of the transactions contemplated hereby.

Section l. Transactions with Affiliates

. Except for employment-related arrangements (cash or equity), Schedule 4.12 of the Parent Disclosure Letter lists all agreements, arrangements and other commitments or transactions of any kind to or by which Parent or any of its Subsidiaries, on the one hand, and any officer, director or Affiliate of Parent or any of its Subsidiaries (other than Parent's Subsidiaries), on the other hand, are parties or are otherwise bound or affected.

Section m. Acquisition of Equity For Investment

. Parent has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the transactions contemplated hereby. Parent confirms that it can bear the economic risk of its investment in the Company and can afford to lose its entire investment in the Company, has been furnished the materials relating to the transactions contemplated by this Agreement which Parent has requested, and the Company has provided Parent and its representatives the opportunity to ask questions of the officers and management employees of the business and to acquire additional information about the business and financial condition of the Group Companies.

Section n. Financing

. Concurrently with the execution hereof, Parent has delivered to the Company (i) a true, complete and correct copy of an executed equity commitment letter from Ares Capital Management LLC (together with its managed funds and accounts) and Ares Alternative Credit Management LLC (together with its managed funds and accounts), dated as of the date of this Agreement (together with all exhibits, schedules and annexes thereto, the "Equity Commitment Letter"), and an executed fee letter from Ares Capital Management LLC (together with its

managed funds and accounts) and Ares Alternative Credit Management LLC (together with its managed funds and accounts), dated as of the date of this Agreement (the "Equity Fee Letter" and, together with the commitment under the Equity Commitment Letter, the "Equity Financing Commitment"), pursuant to which, and subject to the terms and conditions of which, the applicable Equity Financing Sources have committed to provide cash in the aggregate amount set forth therein (the "Equity Financing") at or prior to the date and time at which the Closing is required to occur pursuant to Section 2.2 and (ii) a true, complete and correct copy of an executed debt commitment letter from Truist Bank and Truist Securities, Inc. (the "Lenders"), dated as of the date of this Agreement (together with all exhibits, term sheets, schedules, annexes and other attachments thereto, the "Debt Commitment Letter") and an executed fee letter from the Lenders, dated as of the date of this Agreement (the "Debt Fee Letter" and, together with the commitment under the Debt Commitment Letter, the "Debt Financing Commitment", and the Debt Financing Commitment together with the Equity Financing Commitment, the "Financing Commitments"), pursuant to which, and subject to the terms and conditions of which, the applicable Lenders party thereto have committed to provide loans in the amounts described therein, the net proceeds of which shall be used to fund the transactions contemplated hereby to be consummated by Parent at the date and time at which the Closing is required to occur pursuant to Section 2.2 (the "Debt Financing" and, together with the Equity Financing, the "Financing"); provided, however, that, solely in the case of the Equity Fee Letter and Debt Fee Letter, provisions related to fees, flex terms and pricing caps have been redacted (none of which individually or in the aggregate would reduce the amount of the Financing or adversely affect the availability of the Financing or delay or prevent the Closing or make the funding of the Financing less likely to occur). Each of the Financing Commitments is a legal, valid and binding obligation of Parent, and to Parent's Knowledge, the other parties thereto, and is enforceable in accordance with its terms, subject to the Enforceability Exceptions. Each of the Financing Commitments, in the form delivered to the Company, is valid and in full force and effect, and none of the Financing Commitments has been withdrawn, rescinded or terminated or otherwise amended or modified in any respect, and no such amendment or modification is contemplated by Parent, or to Parent's Knowledge, any other party to the Financing Commitments. Neither Parent, nor, to Parent's Knowledge, any other party to any Financing Commitment is in violation or breach of any of the terms or conditions set forth in any of the Financing Commitments and, as of the date hereof, to Parent's Knowledge, no event has occurred which, with or without notice, lapse of time or both, would reasonably be expected to constitute a breach, default or failure to satisfy any condition precedent set forth therein which would reasonably be expected to adversely affect the availability of the Financing. No party to any Financing Commitment has notified Parent of its intention to terminate any of the Financing Commitments or not to provide the Financing and, as of the date hereof, no termination of any Financing Commitment is contemplated by Parent. Assuming the Financing is funded in accordance with the terms of the Financing Commitments, the aggregate net proceeds from the Financing, together with resources available to Parent as of the date hereof, will be sufficient to consummate the transactions contemplated hereby, including the timely payment at the Closing of any amounts required to be paid under Section 2.8(c) and any fees and expenses of or payable by Parent and/or Merger Sub, and any other amounts required to be paid in connection with the consummation of the transactions contemplated by this Agreement. Parent has paid in full any and all commitment or other fees required by the Financing Commitments that are due as of the date hereof and will

pay, after the date of this Agreement, all such fees as they become due. Except for the Equity Fee Letter and the Debt Fee Letter (which have been provided to the Company in a redacted form as set forth above), there are no side letters, understandings or other agreements or arrangements relating to the Financing to which Parent or any of its Affiliates are a party. There are no conditions precedent related to the funding of the full amount of the Financing other than as expressly set forth in the Equity Commitment Letter and the Debt Commitment Letter (the "Disclosed Conditions"). Assuming that each of the conditions set forth in Section 6.1 and Section 6.3 are satisfied at Closing, Parent has no reason to believe that it will be unable to satisfy on a timely basis any of the Disclosed Conditions or that the full amount of the Financing will not be available on the Closing Date in order to fund the transactions contemplated hereby. For the avoidance of doubt, Parent acknowledges and agrees that it is not a condition to Closing under this Agreement for Parent or Merger Sub to obtain the Equity Financing, the Debt Financing or any Alternative Financing.

Section o. Solvency

. Parent is not entering into the transactions contemplated by this Agreement with the actual intent to hinder, delay or defraud either present or future creditors of the Group Companies. Parent is Solvent as of the date of this Agreement and, assuming the satisfaction of the conditions to the Equityholder Representative's and the Company's obligation to consummate the transactions contemplated hereby, Parent and each of the Group Companies (on both a stand-alone and on a combined basis) will, after giving effect to all of the transactions contemplated by this Agreement, including the payments required to be paid by Section 2.8(c) or otherwise, in connection with the consummation of the transactions contemplated by this Agreement and all related fees and expenses, be Solvent on and after the Closing Date.

Section p. No Prior Operations of Merger Sub

. Merger Sub was formed solely for the purpose of engaging in the transactions contemplated by this Agreement and has not engaged in any business activities or conducted any operations or incurred any obligation or liability, other than as contemplated by this Agreement.

Section q. Parent Shares

. When issued in accordance with the terms hereof, the Parent Common Shares to be delivered at Closing will be validly issued, fully paid, non-assessable, and free of preemptive rights.

Section r. Takeover Statutes

. Parent has taken all action necessary such that the restrictions contained in Section 203 of the DGCL or Article TENTH of Parent's Charter (or similar provision of Parent's Organizational Documents) do not and will not apply to the Merger, this Agreement and the transactions contemplated hereby. No other "fair price", "moratorium", "control share acquisition", "business combination" or other similar anti-takeover Law or provision of Parent's Organizational Documents is applicable to the transactions contemplated by this Agreement.

Section s. No Other Representations and Warranties

. EACH OF PARENT AND MERGER SUB ACKNOWLEDGES AND AGREES THAT IT (A) HAS CONDUCTED ITS OWN INDEPENDENT REVIEW AND ANALYSIS OF, AND, BASED THEREON, HAS FORMED AN INDEPENDENT JUDGMENT CONCERNING, THE BUSINESS, ASSETS, CONDITION, OPERATIONS AND PROSPECTS OF THE GROUP COMPANIES, AND (B) HAS BEEN FURNISHED WITH OR GIVEN ACCESS TO ALL INFORMATION ABOUT THE GROUP COMPANIES AND THEIR RESPECTIVE BUSINESSES AND OPERATIONS AS PARENT AND ITS REPRESENTATIVES AND ADVISORS HAVE REQUESTED. IN ENTERING INTO THIS AGREEMENT, PARENT HAS RELIED SOLELY UPON ITS OWN INVESTIGATION AND ANALYSIS AND THE REPRESENTATIONS AND WARRANTIES OF THE COMPANY SET FORTH IN ARTICLE 3 (AS MODIFIED BY THE COMPANY DISCLOSURE LETTER), AND PARENT ACKNOWLEDGES THAT, OTHER THAN AS SET FORTH IN ARTICLE 3 (AS MODIFIED BY THE COMPANY DISCLOSURE LETTER) AND IN THE CERTIFICATES OR OTHER AGREEMENTS OR INSTRUMENTS DELIVERED PURSUANT HERETO, NONE OF THE GROUP COMPANIES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, EQUITYHOLDERS, AGENTS OR REPRESENTATIVES MAKES OR HAS MADE ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, (I) AS TO THE ACCURACY OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED OR MADE AVAILABLE TO PARENT OR ANY OF ITS RESPECTIVE AGENTS, REPRESENTATIVES, LENDERS OR AFFILIATES PRIOR TO THE EXECUTION OF THIS AGREEMENT AND (II) WITH RESPECT TO ANY PROJECTIONS, FORECASTS, ESTIMATES, PLANS OR BUDGETS OF FUTURE REVENUES, EXPENSES OR EXPENDITURES, FUTURE RESULTS OF OPERATIONS (OR ANY COMPONENT THEREOF), FUTURE CASH FLOWS (OR ANY COMPONENT THEREOF) OR FUTURE FINANCIAL CONDITION (OR ANY COMPONENT THEREOF) OF ANY GROUP COMPANY HERETOFORE OR HEREAFTER DELIVERED TO OR MADE AVAILABLE TO PARENT OR ANY OF ITS RESPECTIVE AGENTS, REPRESENTATIVES, LENDERS OR AFFILIATES. THE REPRESENTATIONS AND WARRANTIES MADE BY THE COMPANY IN ARTICLE 3 (AS MODIFIED BY THE COMPANY DISCLOSURE LETTER) ARE IN LIEU OF AND ARE EXCLUSIVE OF ALL OTHER REPRESENTATIONS, WARRANTIES AND STATEMENTS, INCLUDING ANY IMPLIED WARRANTIES AND OMISSIONS (EACH OF WHICH ARE HEREBY DISCLAIMED). PARENT AND MERGER SUB ACKNOWLEDGE THAT THE EQUITYHOLDERS AND THE COMPANY HEREBY DISCLAIM ANY SUCH OTHER OR IMPLIED REPRESENTATIONS, WARRANTIES OR STATEMENTS, NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO PARENT, MERGER SUB OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF ANY DOCUMENTATION OR OTHER INFORMATION (INCLUDING ANY FINANCIAL PROJECTIONS OR OTHER SUPPLEMENTAL DATA) AND THAT NO PERSON HAS BEEN AUTHORIZED BY THE EQUITYHOLDERS, THE GROUP COMPANIES, OR ANY OF THEIR RESPECTIVE AFFILIATES, TO MAKE ANY REPRESENTATION, WARRANTY OR STATEMENT RELATING TO THE EQUITYHOLDERS, THE GROUP COMPANIES, THE BUSINESS OF THE GROUP

COMPANIES OR OTHERWISE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY EXCEPT AS SET FORTH IN ARTICLE 3 (AS MODIFIED BY THE COMPANY DISCLOSURE LETTER).

Article 5.

COVENANTS

Section a. Conduct of Business of the Company

. Except as contemplated by this Agreement, set forth on Schedule 5.1 of the Company Disclosure Letter or as required by applicable Law, from and after the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with its terms, the Company shall and shall cause each other Group Company to, except as consented to in writing by Parent (which consent shall not be unreasonably withheld, conditioned or delayed), (a) conduct its business in all material respects in the Ordinary Course of Business and (b) use commercially reasonable efforts to preserve substantially intact its business organization and to preserve in all material respects the present commercial relationships with key Persons with whom it does business. Without limiting the generality of this Section 5.1, except as contemplated by this Agreement, set forth on Schedule 5.1 of the Company Disclosure Letter, or as required by applicable law, from and after the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with its terms, the Company shall not, and shall not permit any other Group Company to, directly or indirectly, do any of the following except as consented to in writing by Parent (which consent shall not be unreasonably withheld, conditioned or delayed):

i. split, combine or reclassify any of its capital stock;

ii. declare, set aside or pay any dividends on, or make any other distributions (whether payable in cash, stock, property or a combination thereof) in respect of, any of its capital stock (except as between the Company and its Subsidiaries or between the Subsidiaries of the Company);

iii. purchase, redeem or otherwise acquire any shares of capital stock of the Company or any other securities thereof or any options, warrants, commitments, subscriptions, rights to purchase or to acquire any such shares or other securities pursuant to and in accordance with the Option Plan, except (A) in connection with withholding to satisfy Tax obligations with respect to Company Options outstanding on the date hereof or (B) for repurchases from an employee in connection with such employee's termination of employment with the Company or any of its Subsidiaries in the Ordinary Course of Business;

iv. authorize for issuance, issue or sell (whether through the issuance or granting of options, warrants, commitments, subscriptions, rights to purchase or otherwise) any stock of any class or any other securities or equity equivalents, other than Company Options granted pursuant to and in accordance with the Option Plan that do not constitute nonqualified deferred compensation under Section 409A of the Code;

v.adopt a plan of complete or partial liquidation, dissolution or other reorganization;

vi.merge or consolidate with any Person;

vii.acquire any material assets other than in the Ordinary Course of Business;

viii.enter into any new line of business or acquire by merging or consolidating with, or by purchasing a material portion of the capital stock or assets of, directly or indirectly, any business or any corporation, partnership, association or other business organization or division thereof;

ix.make any change to its Organizational Documents;

x.sell, lease, license, pledge, otherwise dispose of, any material properties or material assets other than in the Ordinary Course of Business;

xi.materially change accounting policies or procedures, except as required by applicable law or by GAAP;

xii.make, rescind or change any Tax election (including any election to avail itself of any relief provision of, or of any Law similar to, the CARES Act or the Payroll Tax Order enacted or entering into force from and after the date of this Agreement permitting the deferral of Tax payments) or amend any Tax Return, except as required by Law;

xiii.implement any facility closings or employee layoffs requiring notice under the WARN Act;

xiv.except as required pursuant to the terms of any Company Benefit Plan in effect as of the date of this Agreement, or as otherwise required by any applicable Law, (A) grant, provide or increase any severance or termination payments or benefits to any current or former employee, officer, consultant, independent contractor or director, (B) increase in any manner the compensation or consulting fees, bonus, pension, welfare, fringe or other benefits of any current or former employee, officer, consultant, independent contractor or director, (C) become a party to, establish, adopt, amend, commence participation in or terminate any Company Benefit Plan or any arrangement that would have been a Company Benefit Plan had it been entered into prior to this Agreement, (D) other than Company Options granted pursuant to the Option Plan that do not constitute nonqualified deferred compensation under Section 409A of the Code, grant any equity- or equity-based awards or any long-term cash incentive awards, or amend or modify the terms of any outstanding awards, (E) take any action to accelerate the vesting or lapsing of restrictions or payment, or fund or in any other way secure the payment, of compensation or benefits under any Company Benefit Plan, (F) hire or retain any Person to be an officer or employee of a Group Company unless such service relationship can be terminated without the payment of severance; or (G) become a party to, establish, adopt, amend, extend, commence participation in or terminate any collective bargaining agreement or other agreement or arrangement with a labor union, labor organization or other employee-representative body;

xv.assign, transfer, license, permit to lapse, or abandon any Owned Intellectual Property, except in the Ordinary Course of Business;

xvi.except as set forth on Schedule 5.1(xvi) of the Company Disclosure Letter, make any loans, advances, guarantees or capital contributions to or investments in any Person (other than to or from the Company and any of its direct or indirect wholly owned Subsidiaries) in excess of $100,000;

xvii.settle or compromise any litigation for more than $50,000 individually or $100,000 in the aggregate;

xviii.initiate any voluntary disclosure agreement proceeding or similar proceeding with any state or local Governmental Entity;

xix.agree to any extension of the statute of limitations on assessment of Taxes with respect to any Tax year other than a routine extension of time to file a Tax Return;

xx.settle or compromise any audit, litigation or similar proceeding with respect to Taxes;

xxi.file or cause to be filed any Tax Return with respect to any Group Company other than in accordance with past practice, except as required by applicable Law;

xxii.enter into any ruling request, closing agreement or similar agreement with respect to Taxes;

xxiii.consent to any claim or assessment relating to Taxes; or

xxiv.enter into any binding agreement committing it to take any of the foregoing actions.

Section b. Conduct of Business of Parent

. Except as contemplated by this Agreement, set forth in Schedule 5.2 of the Parent Disclosure Letter or as required by applicable Law, from and after the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with its terms, Parent shall and shall cause each of its Subsidiaries to, except as consented to in writing by the Company (which consent shall not be unreasonably withheld, conditioned or delayed), (a) conduct its business in all material respects in the ordinary course of business, consistent with past practice and (b) use commercially reasonable efforts to preserve substantially intact its business organization and to preserve in all material respects the present commercial relationships with key Persons with whom it does business. Without limiting the generality of this Section 5.2, except as contemplated by this Agreement, set forth in Schedule 5.2 of the Parent Disclosure Letter, or as required by applicable Law, from and after the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with its terms, Parent shall not, and shall not permit any of its Subsidiaries to, directly or indirectly, do

any of the following except as consented to in writing by the Company (which consent shall not be unreasonably withheld, conditioned or delayed):

i. split, combine or reclassify any of its capital stock;

ii. merge or consolidate with any Person;

iii. make any change to its Organizational Documents;

iv. sell, lease, license, pledge, otherwise dispose of, any material properties or material assets in which the proceeds of such transaction are used by Parent to (A) declare, set aside or pay any dividends on, or make any other distributions in respect of, any of its capital stock or (B) repurchase, redeem or otherwise acquire any shares of capital stock of Parent or any other securities thereof other than the repurchase, redemption or acquisition of any capital stock of Parent or any other securities thereof from employees of Parent in the Ordinary Course of Business;

v. take any action or omit to take any action for the purpose of preventing, delaying or impeding the consummation of the Merger or the other transactions contemplated by this Agreement;

vi. take any action or omit to take any action which would reasonably be expected to result in the issuance of Parent Common Shares to Stockholders pursuant to this Agreement in an amount in excess of the Capped Number of Parent Shares; or

vii. enter into any binding agreement committing it to take any of the foregoing actions.

Section c. <u>Access to Information</u>

.

26. From and after the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with its terms, upon reasonable advance notice, and subject to restrictions contained in any confidentiality agreement to which Parent or any Group Company is subject and subject to reasonable precautions related to COVID-19, each Group Company shall provide to Parent and its authorized representatives, and Parent shall provide to each Group Company and its authorized representatives, in each case, during normal business hours reasonable access to all books and records of the Group Companies or Parent, as applicable (in a manner so as to not interfere with the normal business operations of such Person). All of such information shall be treated as confidential information pursuant to the terms of the Confidentiality Agreement, the provisions of which are by this reference hereby incorporated herein. Notwithstanding anything to the contrary set forth in this Agreement, during the period from the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with its terms, neither the Company nor any of its Affiliates (including the Group Companies), nor Parent or any of its Affiliates shall be required to provide

access or to disclose information where such access or disclosure (i) would violate any contract or Law to which it is a party or is subject or which it reasonably determined upon the advice of counsel could result in the loss of the ability to successfully assert attorney-client and work product privileges, or (ii) if the Company or any of its Affiliates, on the one hand, and Parent or any of its Affiliates, on the other hand, are adverse parties in a litigation and such information is reasonably pertinent thereto, or (iii) if it reasonably determines upon the advice of counsel that such information should not be so disclosed due to its competitively sensitive nature. In the event that Parent or any Group Company, as applicable, withholds access or information on the basis of the foregoing clauses (i) through (iii), Parent or such Group Company, as applicable, shall inform the other Party as to the general nature of what is being withheld and shall use reasonable best efforts to make appropriate substitute arrangements to permit reasonable access or disclosure that does not suffer from any of the foregoing impediments. Each of Parent and such Group Company, as it deems advisable and necessary, may reasonably designate competitively sensitive material provided to the other as "Outside Counsel Only Material" or with similar restrictions. Such materials and the information contained therein shall be given only to the outside legal counsel of the recipient, or otherwise as the restriction indicates, and be subject to any additional confidentiality or joint defense agreement between the Parties.

27. From and after the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with its terms, the Group Companies shall provide to Parent and its authorized representatives, (i)(A) within ten (10) days following the end of each calendar month, a statement of the consolidated monthly income of the Group Companies and (B) within thirty (30) days following the end of each calendar quarter, a statement setting forth the Group Companies' good faith determination of the Pre-Closing Distributable Earnings, in each case with respect to the calendar quarter then ended (each, an "Earnings Statement") and (ii)(A) for each fiscal year, the audited consolidated financial statements of the Group Companies together with the reports thereon by the Company's accountants (in each case, including a consolidated balance sheet and consolidated statements of income, cash flows and stockholders' equity) and (B) for each calendar quarter, the unaudited consolidated financial statements of the Group Companies for the period ended at the end of such quarter (including a consolidated balance sheet and a consolidated statement of income only), in each case of clauses (ii)(A) and (ii)(B) within five (5) Business Days of the delivery of such financial statements by the Group Companies to their lenders under the Credit Facility and in each case of clause (ii)(A) and (ii)(B) prepared from the books and records of the Group Companies and in accordance with GAAP applied on a consistent basis (except as may be indicated in the notes thereto and, in the case of the unaudited financial statements, for the absence of footnotes and normal year-end adjustments). The Company shall and shall cause its Subsidiaries and its and their respective employees and representatives to provide Parent and its representatives reasonable access at reasonable times during normal business hours, upon prior written notice, to the books and records of the Group Companies for the purpose of reviewing the Earnings Statements; provided, however, that such access shall not unreasonably interfere with the business of any Group Company.

Section d. Efforts to Consummate

.

28. On the terms and subject to the conditions herein provided, each of the Company and Parent shall use reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable Laws to consummate and make effective as promptly as practicable the transactions contemplated hereby (including the satisfaction, but not waiver, of the closing conditions set forth in Article 6). Each Party shall make an appropriate filing, if necessary, pursuant to all applicable Antitrust Laws, including the HSR Act (which, in the case of the HSR Act, filing shall not request early termination of the waiting period prescribed by the HSR Act) with respect to the transactions contemplated by this Agreement promptly (and in any event, within thirty (30) days after the date of this Agreement) and shall supply as promptly as practicable to the appropriate Governmental Entities any additional information and documentary material that may be requested pursuant to any Antitrust Laws. All of the filing fees under any Antitrust Laws will be paid in full by Parent. Without limiting the foregoing, (i) Parent and the Company and their respective Affiliates shall not take any action with respect to such filing that has or may have the effect of extending any waiting period or comparable period under any Antitrust Laws or enter into any agreement with any Governmental Entity not to consummate the transactions contemplated hereby, except with the prior written consent of the Company, and (ii) Parent agrees to take (and Parent's "reasonable best efforts" shall expressly include the taking of) all actions that are necessary or advisable or as may be required by any Governmental Entity to expeditiously (and in no event later than the Termination Date) consummate the transactions contemplated by this Agreement, including, (A) selling, licensing or otherwise disposing of, or holding separate and agreeing to sell, license or otherwise dispose of (x) any entities, assets or facilities of any Group Company after the Closing or (y) any entity, facility or asset of Parent or its Affiliates before or after the Closing, (B) terminating, amending or assigning existing relationships and contractual rights and obligations (other than terminations that would result in a breach of a contractual obligation to a third party) and (C) amending, assigning or terminating existing licenses or other agreements (other than terminations that would result in a breach of a license or such other agreement with a third party) and entering into such new licenses or other agreements, in each case, conditioned on Closing.

29. In the event any Proceeding by a Governmental Entity or other Person is commenced which questions the validity or legality of the transactions contemplated hereby or seeks damages in connection therewith, the Parties agree to cooperate and use all reasonable efforts to defend against such Proceeding and, if an injunction or other order is issued in any such action, suit or other proceeding, to use all reasonable efforts to have such injunction or other order lifted, and to cooperate reasonably regarding any other impediment to the consummation of the transactions contemplated hereby.

30. The Company and Parent shall permit counsel for the other Party reasonable opportunity to review in advance, and consider in good faith the views of the other Party in connection with, any proposed written communication to any Governmental Entity

relating to the transactions contemplated by this Agreement. Each of the Company and Parent agrees not to participate in any substantive meeting or discussion, either in person or by telephone with any Governmental Entity in connection with the transactions contemplated by this Agreement unless it consults with the other Party in advance and, to the extent not prohibited by such Governmental Entity, gives the other Party the opportunity to attend and participate in such meeting or discussion.

31. During the period from the date of this Agreement and continuing until the earlier of the Closing Date and the termination of this Agreement in accordance with its terms, except as required by this Agreement, Parent and its Affiliates shall not engage in any action or enter into any transaction (including any acquisition) or permit any action to be taken or transaction to be entered into, that would materially impair or delay Parent's or Merger Sub's ability to consummate the transactions contemplated by this Agreement or perform its obligations hereunder. Without limiting the generality of the foregoing, none of Parent, the Subsidiaries of Parent or their respective Affiliates shall acquire (whether by merger, consolidation, stock or asset purchase or otherwise), or agree to so acquire, any assets of or any equity in any other Person or any business or division thereof, unless that acquisition or agreement would not reasonably be expected to (i) increase the risk of not obtaining any Consent of any Governmental Entity contemplated by this Agreement (including pursuant to any Antitrust Laws and any Licensee Consent) or the expiration or termination of any waiting period under the HSR Act, or (ii) increase the risk of any Governmental Entity entering an order prohibiting the consummation of the transactions contemplated by this Agreement, or increase the risk of not being able to remove any such order on appeal or otherwise.

32. Without limiting the generality of Section 5.4(a), each of the Company, Licensee and Parent shall use reasonable best efforts to obtain all Licensee Consents; provided, however, that, upon the earlier of (i) the Specified Consent Deadline, or (ii) such date that Parent, the Company and Licensee mutually agree, the Company, Licensee and Parent shall use reasonable best efforts to eliminate the need to obtain any outstanding Licensee Consent(s) by implementing an Alternative Arrangement. An "Alternative Arrangement" shall mean, in any jurisdiction that requires Licensee to have a Permit as a money transmitter, money servicer or similar business (a "Money Transmitter License"), an arrangement sufficient to enable the Company to continue operating the Business in such jurisdiction as of the Closing Date in compliance in all material respects with all applicable Law without a Money Transmitter License. Subject to compliance with the foregoing, an Alternative Arrangement may include Licensee ceasing the conduct of regulated services under its Money Transmitter License as of the Closing Date in such jurisdiction in accordance with the Law of such jurisdiction and surrendering its Money Transmitter License in such jurisdiction and Licensee either (i) utilizing the program management or other service provider arrangement ("Program Management Relationship") with any of the Persons set forth on Schedule 5.4(e) of the Company Disclosure Letter, pursuant to its current program management agreement or other similar arrangement with such Persons, or (ii) making other arrangements sufficient to permit the Company to operate the Business, including utilizing a Program Management Relationship with any such other Person that maintains the necessary charter or Permit to enable the services that Licensee provides in such jurisdiction to continue as of the Closing Date. In any jurisdiction that requires Licensee to

have a Money Transmitter License, so long as it is not a Material Jurisdiction and to the extent it is not feasible to use a Program Management Relationship, the Licensee shall take all steps necessary to avoid a violation of Law in such non-Material Jurisdiction, including ceasing the conduct of services regulated by the Money Transmitter License as of the Closing Date in such jurisdiction in accordance with the Law of such jurisdiction and surrendering its Money Transmitter License in such jurisdiction. Each of the Company, Licensee and Parent agrees to use reasonable best efforts to cooperate with one another to implement and effect any Alternative Arrangement (or ceasing of the conduct of regulated services with a corresponding surrender of the relevant Money Transmitter License) as soon as reasonably practicable in order to permit the Closing Date to occur as promptly as possible thereafter (subject to the satisfaction or waiver of the conditions set forth in Article 6). For the avoidance of doubt, the receipt of any Licensee Consents described in this Section 5.4(e) shall not be a condition to Closing except to the extent expressly set forth in Article 6.

Section e. Public Announcements

. Parent and Merger Sub, on the one hand, and the Company, on the other hand, shall not issue any press release or make any public statement with respect to this Agreement or the transactions contemplated hereby without the prior written consent of the Company or Parent, respectively, except as may be required by applicable Law or the rules or regulations of any applicable United States securities exchange or Governmental Entity to which the relevant Party is subject, in which case the Party required to make the release or announcement shall use its commercially reasonable efforts to allow each other Party reasonable time to comment on such release or announcement in advance of such issuance. The press release announcing the execution and delivery of this Agreement shall be a joint release of, and shall not be issued prior to the written approval of each of, the Company and Parent. Nothing in this Section 5.5 shall prohibit the Company or the Equityholders (or their beneficial owners) from disclosing any information related to the transactions contemplated by this Agreement to any direct or indirect investor, limited partner or financing source of the Company, the Equityholders or their respective Affiliates or any prospective investor, limited partner or financing source of any Affiliate of the Company or the Equityholders, in each case, so long as such current or prospective investor, limited partner or financing source is subject to customary confidentiality obligations.

Section f. Indemnification; Directors' and Officers' Insurance

.

33. Parent and Merger Sub agree that all rights to indemnification, exculpation and advancement of expenses existing as of the date of this Agreement in favor of the directors, officers, employees, fiduciaries, trustees and agents of each Group Company, as provided in the Group Companies' respective Organizational Documents or otherwise in effect as of the date hereof with respect to any matters occurring prior to the Closing Date, shall survive the transactions contemplated by this Agreement and shall continue in full force and effect and that Parent, from and after the Closing, shall cause the Group Companies to perform and discharge the Group Companies' obligations to provide such indemnification, exculpation and advancement of expenses. To the maximum extent permitted by applicable Law, such

indemnification shall be mandatory rather than permissive, and Parent, from and after the Closing, shall cause the Group Companies to advance expenses in connection with such indemnification as provided in the applicable Group Company's Organizational Documents as in effect as of the date hereof or other applicable agreements. For not less than six (6) years from and after the Closing Date, the indemnification, liability limitation, exculpation or advancement of expenses provisions of the Group Companies' respective Organizational Documents shall not be amended, repealed or otherwise modified with respect to any matters occurring prior to the Closing Date in any manner that would adversely affect the rights thereunder of individuals who, as of the Closing Date or at any time prior to the Closing Date, were directors, officers, employees, fiduciaries, trustees or agents of any Group Company, unless such modification is required by applicable law.

34. Notwithstanding anything to the contrary in this Section 5.6, Parent agrees that any indemnification, advancement of expenses or insurance available to any of the directors, officers, employees, fiduciaries, trustees and agents of each Group Company by virtue of such Person's service as a partner or employee of any investment fund or manager of any investment fund that is an Affiliate of the Company or any of its Subsidiaries on or prior to the Closing Date (any such Person, a "Sponsor Director") shall be secondary to the indemnification, advancement of expenses and insurance to be provided by Parent, the Surviving Entity and its Subsidiaries pursuant to this Section 5.6 and that Parent, the Surviving Entity and their respective Subsidiaries (i) shall be the primary indemnitors of first resort for Sponsor Directors pursuant to this Section 5.6, (ii) shall be fully responsible for the advancement of expenses, indemnification and exculpation from liabilities with respect to Sponsor Directors which are addressed by this Section 5.6, and (iii) shall not make any claim for contribution, subrogation or any other recovery of any kind in respect of any other indemnification or insurance available to any Sponsor Director with respect to any matter addressed by this Section 5.6.

35. Parent shall (or shall cause the Group Companies to) purchase a "tail" policy providing employees', fiduciaries', trustees', directors' and officers' liability insurance coverage for a period of six (6) years after the Closing Date for the benefit of those Persons who are covered by the Group Companies' employees', fiduciaries', trustees', directors' and officers' liability insurance policies as of the date hereof or at the Closing, with respect to matters occurring prior to the Closing. Such a policy shall provide coverage that is at least equal to the coverage provided under the Group Companies' current employees', fiduciaries', trustees', directors' and officers' liability insurance policies; provided, however, that the Group Companies may substitute therefor policies of at least the same coverage containing terms and conditions which are no less advantageous to the beneficiaries thereof so long as such substitution does not result in gaps or lapses in coverage with respect to matters occurring prior to the Closing Date. The costs and expenses of such policy shall be borne 50% by Parent, and 50% by the Equityholders.

36. If Parent, any Group Company or any of their respective successors or assigns (i) shall merge or consolidate with or merge into any other corporation or entity and shall not be the surviving or continuing corporation or entity of such consolidation or merger or (ii) shall transfer all or substantially all of their respective properties and assets as an entity in one or

a series of related transactions to any individual, corporation or other entity, then in each such case, proper provisions shall be made so that the successors or assigns of Parent or such Group Company shall assume all of the obligations set forth in this Section 5.6.

37. The directors, officers, employees, fiduciaries, trustees and agents of each Group Company entitled to the indemnification, liability limitation, advancement of expenses, exculpation and insurance set forth in this Section 5.6 are intended to be third party beneficiaries of this Section 5.6. This Section 5.6 shall survive the consummation of the transactions contemplated by this Agreement and shall be binding on all successors and assigns of Parent.

Section g. Exclusive Dealing

. During the period from the date of this Agreement until the earlier of the Closing Date or the termination of this Agreement in accordance with its terms, the Company shall not, and the Company shall cause its Affiliates not to, and shall direct its officers, directors, employees, representatives, consultants, financial advisors, attorneys, accountants and other agents not to: (a) solicit, initiate discussions or engage in discussions with any Person, other than Parent or its Affiliates, relating to the possible acquisition of any material portion of the equity or assets of the Company (whether by way of merger, purchase of equity, recapitalization, purchase of assets, loan or otherwise) (an "Acquisition Transaction"); (b) provide non-public information or documentation with respect to the Group Companies to any Person, other than Parent or its Affiliates or its or their representatives, relating to an Acquisition Transaction; or (c) enter into any definitive agreement with any Person, other than Parent or its Affiliates effecting an Acquisition Transaction.

Section h. Documents and Information

. After the Closing Date, Parent and the Company shall, and shall cause the Company's Subsidiaries to, until the seventh (7^{th}) anniversary of the Closing Date, retain all books, records and other documents pertaining to the business of the Group Companies in existence on the Closing Date and to make the same available for inspection and copying by the Equityholder Representative (at the Equityholder Representative's expense) during normal business hours of the Group Companies, as applicable, for any reasonable business purpose relating to this Agreement, the Transaction Documents or the business and operations of the Company and its Subsidiaries, including in connection with, among other things, any insurance claims by, legal proceedings or Tax audits against, or examinations, investigations or audits by any Governmental Entity of any of the Equityholders or any of their respective Affiliates, upon reasonable request and upon reasonable notice. No such books, records or documents shall be destroyed after the seventh (7^{th}) anniversary of the Closing Date by Parent or the Group Companies, without first advising the Equityholder Representative in writing and giving the Equityholder Representative a reasonable opportunity to obtain possession thereof.

Section i. Contact with Customers, Suppliers and Other Business Relations

. During the period from the date of this Agreement until the earlier of the Closing Date or the termination of this Agreement in accordance with its terms, each of Parent and Merger Sub

hereby agrees that it is not authorized to and shall not (and shall not permit any of its employees, agents, representatives or Affiliates to) contact any employee, client or other material business relation of any Group Company regarding any Group Company, its business or the transactions contemplated by this Agreement without the prior consent of the Company, such consent not to be unreasonably withheld, delayed or conditioned; provided, however, that each of Parent, Merger Sub and their respective employees, agents, representatives or Affiliates shall be entitled to maintain contact with any employee of any Group Company with whom it has had authorized contact prior to the date hereof.

Section j. Transfer Taxes

. All transfer Taxes, recording fees and other similar Taxes that are imposed on any of the Parties by any Governmental Entity in connection with the transactions contemplated by this Agreement shall be borne 50% by Parent, and 50% by the Equityholders.

Section k. Termination of Funded Indebtedness

. The Company shall, and shall cause each other Group Company to, use commercially reasonable efforts to (a) obtain from each holder of Closing Date Indebtedness that is Funded Indebtedness a payoff letter in a customary form (collectively, the "Debt Payoff Letters"), (b) provide Parent with a copy of such Debt Payoff Letters at least two (2) Business Days prior to the Closing Date and (c) make arrangements for the release of all Liens and the release of all obligations and guarantees under the Credit Facility over the Group Companies' properties and assets securing such obligations, in each case subject to delivery of funds as arranged by Parent.

Section l. Financing

.

38. Parent shall, and shall cause each of its Affiliates to, use reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, to obtain the Financing on a timely basis, but in any event no later than the Closing Date, on the terms and conditions (including the full exercise of any "flex" provisions contained in the Debt Fee Letter and the Equity Fee Letter) described in the Financing Commitments, including using its reasonable best efforts to (i) maintain in effect the applicable Financing Commitments, (ii) negotiate and enter into definitive agreements with respect to the applicable Financing Commitments on a timely basis on terms and conditions (including any "flex" provisions contained in the Debt Fee Letter and Equity Fee Letter) contained therein (the "Definitive Financing Agreements"), (iii) satisfy on a timely basis all conditions and covenants contained in the applicable Financing Commitments (or any Definitive Financing Agreements) that are within the control of Parent and its Affiliates, including the payment of any commitment, engagement or placement fees required as a condition to the Financing on or prior to the Closing Date and (iv) consummate and cause the Lenders and Equity Financing Sources to consummate the Financing at or prior to the Closing. Parent shall keep the Company informed on a reasonable basis and in reasonable detail of the status of its efforts to arrange the Financing. Parent shall give the Company prompt written notice after the occurrence or discovery (A) of any

material breach, default, termination or repudiation by any party of any of the Financing Commitments of any provision thereto of which Parent becomes aware that could adversely affect the availability of the Financing on or prior to the Closing Date, (B) of the receipt by Parent of any notice or other communication with respect to any actual or potential material breach, default, termination or repudiation by any party to the Financing Commitments, of any provisions thereto that could adversely affect the availability of the Financing on or prior to the Closing Date or (C) of any termination or notice of termination of any of the Financing Commitments. Parent shall not, without the prior written consent of the Company, amend, modify, supplement or waive any of the conditions to funding contained in the Financing Commitments (or any Definitive Financing Agreements) or any other provision of, or remedies under, the Financing Commitments (or any Definitive Financing Agreements), in each case to the extent such amendment, modification, supplement or waiver would (x) reduce the aggregate amount of the Financing, (y) delay the Closing or make the Closing materially less likely to occur or (z) impose new or additional conditions or expand in a material respect upon the conditions precedent to the Financing as set forth in the Financing Commitments; provided, however, that Parent may, upon reasonably prompt notice to the Company but without the Company's prior written consent, amend, replace, supplement or otherwise modify the Financing Commitments to add lenders, lead arrangers, book runners, agents, equity investors or similar entities that had not executed the Financing Commitments as of the date hereof (and reduce the relative commitments of the lenders or equity investors that executed the Financing Commitments in connection therewith so long as the aggregate amount of the Financing is not reduced). In the event all conditions applicable to the Financing Commitments have been satisfied and all of the conditions set forth in Section 6.1, Section 6.2 and Section 6.3 (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions) have been satisfied (or waived), Parent shall use its reasonable best efforts to cause the applicable Lenders and Equity Financing Sources, as applicable, to fund the Financing required to consummate the transactions contemplated by this Agreement at or prior to the time the Closing should occur pursuant to Section 2.2. Parent and Merger Sub shall use their reasonable best efforts to maintain in effect the Financing Commitments (including any Definitive Financing Agreements) until the Transactions are consummated. Neither Parent nor Merger Sub shall release or consent to the termination of the obligations of the Lenders or Equity Financing Sources under the Financing Commitments or the Definitive Financing Agreements (except as provided above in connection with the addition of lenders, lead arrangers, book runners, agents, equity investors or similar entities).

39. If all or any portion of the Financing becomes unavailable on the terms and conditions (including any "flex" provisions contained in the Debt Fee Letter and the Equity Fee Letter) contemplated in the Debt Commitment Letter or Equity Commitment Letter, as applicable, or Parent becomes aware of any event or circumstance that makes all or any portion of the Financing unavailable, Parent shall give the Company prompt written notice thereof (and the reasons therefor) and shall use its reasonable best efforts to, as promptly as reasonably practicable following the occurrence of such event but no later than the fifth (5^{th}) Business Day immediately preceding the Termination Date, (i) arrange and obtain the Financing or such portion of the Financing from the same or alternative sources, which may include one or more of a senior secured debt financing, an offering and sale of notes, or any other debt or equity

financing or offer and sale of other debt or equity securities, or any combination thereof (the "Alternative Financing") or (ii) obtain a new financing commitment letter (the "Alternative Commitment Letter") and new definitive agreement(s) with respect thereto that, in either case, provides for financing containing conditions to draw and funding, conditions to Closing and other terms that would reasonably be expected to affect the availability thereof that (x) are not more onerous, taken as a whole, than those conditions and terms contained in the Debt Commitment Letter or Equity Commitment Letter, as applicable, as of the date hereof, (y) would not reasonably be expected to delay the Closing or make the Closing materially less likely to occur and (z) in an amount that is sufficient, when added to any portion of the Financing that is available on or prior to the Closing Date, to pay in cash all amounts that Parent would have been able to pay in connection with the transactions contemplated by this Agreement if the Financing had been funded on the date hereof. Parent shall deliver promptly to the Company true, complete and correct copies of the Alternative Commitment Letter and all other agreements related thereto. The terms of Section 5.12(a) and this Section 5.12(b) with respect to the Financing and Debt Commitment Letter and Equity Commitment Letter, as applicable, shall apply to the Alternative Financing and the Alternative Commitment Letter, *mutatis mutandis*. In such event, the term "Financing" as used in this Agreement shall be deemed to include any Alternative Financing, and the terms "Debt Commitment Letter" and "Equity Commitment Letter" as used in this Agreement shall be deemed to include any Alternative Commitment Letter.

40. Prior to the Closing, the Company shall provide, and shall cause each other Group Company to provide, and shall use reasonable best efforts to cause its and their respective officers, directors, employees, accountants, consultants, legal counsel and agents to provide, at Parent's sole expense, such commercially reasonable cooperation in connection with the arrangement of the Financing as may be reasonably requested by Parent, including to (i) furnish Parent and the Debt Financing Sources and Equity Financing Sources, as applicable, with (A) the Required Information (as defined in the Debt Commitment Letter as of the date hereof) and (B) such other financial and pertinent information regarding the Company and its Subsidiaries as may be reasonably requested by Parent (and readily available to the Company) to satisfy the obligations and conditions set forth in Section 4 of the Debt Commitment Letter; (ii) upon reasonable advance notice, cause the Company's senior management to participate in a reasonable number of rating agency presentations, lender meetings and meetings with parties acting as arrangers, bookrunners, and/or other lenders and investors for the Debt Financing, during normal business hours; (iii) provide information regarding the Company reasonably necessary to enable Parent to prepare *pro forma* financial statements, it being understood that the Company need only assist in the preparation thereof, but shall not be required to independently prepare any separate *pro forma* financial statement; (iv) assist in the preparation of appropriate and customary bank books, confidential information memoranda, lender and investor presentations, ratings agency presentations and similar documents required in connection with the Debt Financing (including, in each case, by participating in drafting sessions with respect thereto) and execute customary authorization and management representation letters in connection therewith; (v) furnish all documentation and other information, at least three (3) business days prior to the Closing Date, required by Governmental Entities under applicable "know your customer" and anti-money laundering rules and regulations, including the U.S.A.

Patriot Act of 2001, and a beneficial ownership certificate for any entity that qualifies as a "legal entity customer" under the Beneficial Ownership Regulation (31 C.F.R. § 1010.230), in each case to the extent requested by Parent at least ten (10) Business Days prior to the Closing Date and (vi) assist with the Parent's preparation of definitive financing documents as may be required by the Financing, including providing information reasonably necessary for the completion of any schedules thereto; provided, however, that nothing in this Agreement (including this Section 5.12(c)) will require any such cooperation to the extent that it would (i) require the Company to waive or amend any terms of this Agreement or agree to pay any fees or reimburse any expenses prior to the Closing for which it has not received prior reimbursement or is not otherwise indemnified by or on behalf of Parent, (ii) cause any closing condition set forth in this Agreement to fail to be satisfied or otherwise cause any breach of this Agreement that would provide Parent or Merger Sub the right to terminate this Agreement, (iii) require the Company or any other Person to enter into any certificate, agreement, arrangement, document or instrument that is not contingent upon the Closing or that would be effective prior to the Closing, (iv) require the Company to give to any other Person any indemnities in connection with the Financing that are effective prior to the Closing or to commit to take any action that is not contingent upon the Closing or that would be effective at or prior to the Effective Time, (v) require the Group Companies to enter into or approve any Financing or execute or deliver any definitive agreement, certificate, instrument or legal opinion in connection with the Financing that would be effective prior to the Closing, (vi) unreasonably interfere with the ongoing business operations of the Group Companies, or (vii) require the Company or any Company Subsidiaries to take any action that would reasonably be expected to (A) conflict with, or result in any violation or breach of, or default (with or without notice or lapse of time, or both) under, the Organizational Documents of the Company or any Company Subsidiary, any applicable Laws or any Material Contract or (B) result in any employee, officer or director of such Person incurring any personal liability (as opposed to any liability in his or her capacity as an officer of such Person) with respect to any matters related to the Financing and provided further, however, that (A) no personal liability shall be imposed on any of the employees of any Group Company involved in the foregoing cooperation, (B) the Group Companies or their respective directors, officers or employees will not be required to pay any commitment or other fees or expenses in connection with the Financing prior to the Closing and (C) none of the directors or officers of the Group Companies who will not be a director or officer of a Group Company after Closing shall be required to take any action in any capacity to authorize or approve the Financing. The Company hereby consents to the use of the logos of the Group Companies in connection with the Financing; provided, however, that such logos shall be used solely in a manner that is not intended or reasonably likely to harm, disparage or otherwise adversely affect the Group Companies or their reputation or goodwill. Notwithstanding anything to the contrary in this Agreement, the condition set forth in Section 6.2(b) as it applies to the Company's obligations under this Section 5.12(c), shall be deemed satisfied unless the Financing (or any Alternative Financing) has not been obtained solely as a result of the Company's knowing and willful material breach of its obligations under this Section 5.12(c).

41. Parent shall (i) reimburse the Group Companies and their Affiliates on an as-incurred basis for any out of pocket costs or expenses incurred or otherwise payable by the Group Companies or their respective Affiliates in connection with their cooperation pursuant to

Section 5.12(c) (other than ordinary course compensation of their respective employees) and (ii) indemnify and hold harmless the Group Companies and their respective Affiliates, and the directors, managers, officers, employees, attorneys, successors and assigns of each of the foregoing Persons from and against any and all liabilities, losses, damages, claims, costs, expenses, interest, awards, judgments and penalties suffered or incurred by them in complying with their obligations in connection with the arrangement of the Financing or Alternative Financing in accordance with Section 5.12 and any information utilized in connection therewith.

42. Each of Parent and Merger Sub acknowledges and agrees that neither the obtaining of the Financing or Alternative Financing or any other alternative financing will be a condition to the Closing, and reaffirms its obligation to consummate the Merger irrespective and independently of the availability of the Financing or any Alternative Financing, subject to the applicable conditions set forth in Section 6.1 and Section 6.2.

Section m. Representation and Warranty Policy

. A buyer-side representation and warranty insurance policy underwritten by Euclid Transactional is being conditionally bound as of the date hereof (the "R&W Insurance Policy"). Parent agrees to comply in all material respects with all of its obligations under the R&W Insurance Policy. The R&W Insurance Policy shall include a provision whereby the insurer under the R&W Insurance Policy expressly waives, and agrees not to pursue, directly or indirectly, any subrogation rights against the Company, the Company Subsidiaries, the Equityholders, or any former or current equityholder(s), managers, members, directors, officers, employees, agents or representatives of any of the foregoing with respect to any claim made by an insured thereunder, except in the case of Fraud, which waiver and agreement the Equityholder Representative, on behalf of the Equityholders, may enforce directly against the insurer. Parent agrees to not seek to make, enter into or consent to, any amendment to the R&W Insurance Policy following the Closing that would materially and adversely affect the rights of the Equityholders (or the other Persons identified above in relation to the waiver of subrogation rights) hereunder without the prior written consent of the Equityholder Representative (such consent not to be unreasonably withheld, conditioned or delayed). The R&W Insurance Policy premium shall constitute Transaction Expenses; provided, however, that the R&W Insurance Policy shall not be required to have a limit of liability in excess of $15,000,000 of coverage.

Section n. Company Stockholder Vote

.

43. Promptly following the execution and delivery of this Agreement, the Company shall prepare and distribute a written consent to the Stockholders holding at least the number and class of Shares sufficient to provide the requisite written consent of holders of Shares adopting this Agreement and the Merger in accordance with the DGCL and the Company's Organizational Documents and waiving any appraisal rights under Section 262 of the DGCL, with respect thereto, in form and substance reasonably acceptable to Parent (the "Company Stockholder Written Consent"). The Company shall use its reasonable best efforts to cause such holders of Shares to execute the Company Stockholder Written Consent, and the

Company shall deliver such executed Company Stockholder Written Consent to Parent and Merger Sub promptly and in any event within forty-eight (48) hours following the execution and delivery of this Agreement by the Parties.

44. To the extent that (x) any "disqualified individual" (as such term is defined for purposes of Section 280G of the Code) of the Company (a "Disqualified Individual") would be entitled to any payment or benefit as a result of the transactions contemplated by this Agreement and (y) such payment or benefit could reasonably be expected to constitute a "parachute payment" under Section 280G of the Code or could reasonably be expected to result in the imposition of any excise Tax imposed under Section 4999 of the Code, the Company shall, prior to the Closing Date:

viii.use its commercially reasonable efforts to obtain a binding written waiver by such Disqualified Individual (each, an "Excess Parachute Waiver") of any portion of such parachute payment as exceeds three times such individual's "base amount" within the meaning of Section 280G(b)(3) of the Code less one dollar (collectively, the "Excess Parachute Payments") to the extent such Excess Parachute Payments are not subsequently approved pursuant to a stockholder vote in accordance with the requirements of Section 280G(b)(5)(B) of the Code and Treasury Regulation Section 1.280G-1 thereunder (the "280G Shareholder Approval Requirements");

ix.for any Excess Parachute Waivers obtained by the Company, use its commercially reasonable efforts to obtain stockholder approval in a manner that satisfies the 280G Shareholder Approval Requirements in respect of the Excess Parachute Payments payable to all such Disqualified Individuals; and

x. for any Excess Parachute Waivers obtained by the Company, deliver to Parent written certification that (A) the requisite stockholder approval of the Excess Parachute Payments was obtained or (B) such stockholder approval was not obtained and, as a consequence, that the Excess Parachute Payments shall not be made or provided. Notwithstanding the foregoing, to the extent that any contract, agreement or understanding is entered into by Parent and a Disqualified Individual on or before the Closing ("Parent Arrangements"), Parent shall provide a copy of such contract or agreement to the Company at least five (5) Business Days before the Closing and shall cooperate with the Company in good faith in order to calculate or determine the value (for the purposes of Section 280G of the Code) of any payments or benefits granted or contemplated therein, which may be paid or granted in connection with the transactions contemplated by this Agreement that could constitute a "parachute payment" under Section 280G of the Code.

45. Parent shall be given a reasonable advance opportunity to review and approve each Excess Parachute Waiver and any other documents, including any written agreements and stockholder approval proposal, necessary to effectuate this Section 5.14(c) and the Group Companies shall incorporate any revisions to such documents reasonably requested by Parent.

Section o. Takeover Statutes

. Parent shall (a) take all action necessary to ensure that no "business combination", "control share acquisition," "fair price," "moratorium" or other similar anti-takeover Law or provision of Parent's Organizational Documents, including Section 203 of the DGCL or Article TENTH of Parent's Charter, is or becomes applicable to the transactions contemplated by this Agreement (including the issuance and delivery of the Parent Common Shares) or to the ownership and voting of such securities and (b) if any such anti-takeover Law or provision of Parent's Organizational Documents becomes applicable to the transactions contemplated by this Agreement (including the issuance and delivery of the Parent Common Shares) or to the ownership and voting of such securities, take all action necessary to ensure that the transactions contemplated by this Agreement may be consummated as promptly as practicable on the terms contemplated hereby and otherwise act to render such anti-takeover Law or provision of Parent's Organizational Documents inapplicable to the foregoing.

Section p. Listing of Parent Common Shares

. Parent shall take all steps necessary to cause the Parent Common Shares issuable in the Merger to be listed on the Nasdaq at the Effective Time. The Company and the Equityholder Representative will cooperate and take all reasonable steps necessary to assist with the listing of such shares.

Section q. Intentionally omitted

.

Section r. Company Actions

. Prior to the Closing, the Company shall take the actions set forth on Schedule 5.18 of the Company Disclosure Letter.

Section s. Stockholders' Agreement

. Certain of the Stockholders, Parent and the Principal Parent Stockholders shall, prior to the Closing Date, enter into a stockholders' agreement substantially in the form attached hereto as Exhibit F (the "Stockholders' Agreement"), which Stockholders' Agreement shall become effective at the Effective Time.

Section t. Registration Rights Agreement

. The Stockholders, Parent, Thomas C. Priore and the other signatories thereto shall, prior to the Closing Date, enter into an amendment and restatement of that certain Registration Rights Agreement, dated as of July 25, 2018, by and among Parent, Thomas C. Priore and the other signatories thereto substantially in the form attached hereto as Exhibit G (the "Registration Rights Agreement"), with respect to the Parent Common Shares issued to the Stockholders in exchange for the Shares hereunder, which Registration Rights Agreement shall become effective as of the Effective Time.

Section u. Priore Support Agreement

. Prior to the date hereof, Parent has delivered to the Company the letter agreement attached hereto as Exhibit H, executed by Thomas C. Priore pursuant to which he has agreed to execute and deliver the Stockholders' Agreement and the Registration Rights Agreement on the Closing Date.

Section v. Termination Fee

. From and after the date hereof until the earliest of (i) the Closing, (ii) the termination of this Agreement in accordance with its terms other than circumstances in which the Termination Fee is payable pursuant to Section 7.2(b) hereof or (iii) the payment in full in cash by Parent of the Termination Fee to the Company, Parent shall not, and shall not permit any of its Subsidiaries to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any contractual prohibition or restriction on the ability of Parent to pay the Termination Fee in cash to the Company.

Section w. Retained Cash

. The Group Companies shall take any actions necessary to ensure that $2,000,000 of cash is retained by the Group Companies at the Closing in respect of the items set forth on Schedule 1.1(d) of the Company Disclosure Letter.

Section x. Nasdaq Listing Limitations

. Parent shall not issue any Parent Common Shares pursuant to this Agreement to the extent the issuance of such Parent Common Shares would exceed the maximum aggregate number of Parent Common Shares which Parent may issue pursuant to this Agreement without breaching the Parent's obligations under the rules or regulations of Nasdaq (the maximum number of Parent Common Shares which may be issued without violating such rules and regulations, including Nasdaq Listing Rule 5635, the "Capped Number of Parent Shares"), except that such limitation shall not apply in the event that the Parent obtains the approval of its stockholders as required by the applicable rules of Nasdaq for issuances of Parent Common Shares in excess of such Capped Number of Parent Shares or obtains a written opinion from outside counsel to Parent that such approval is not required, which opinion shall be reasonably satisfactory to the Equityholder Representative. If Parent cannot issue the full amount of Parent Common Shares it is obligated to issue pursuant to this Agreement solely as a result of the immediately preceding sentence, then, at the Closing, Parent shall issue a number of Parent Common Shares equal to the Capped Number of Parent Shares, and with respect to the Excess Number of Parent Shares, the Equityholder Representative can elect, in its sole discretion, to either: (i) require Parent to increase the Closing Cash Consideration by an amount equal to the product of (A) the Excess Number of Parent Shares multiplied by (B) the Parent Common Stock Per Share Price; (ii) require Parent to amend the definition of "Parent Common Stock Per Share Price" by increasing the Parent Common Stock Per Share Price to a price which would permit Parent to issue the full amount of Parent Common Shares it is obligated to issue pursuant to this Agreement without violating the rules or regulations of Nasdaq; or (iii) a combination of clauses (i) and (ii) (as determined by the Equityholder Representative in its sole discretion).

Article 6.

CONDITIONS TO CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT

Section a. Conditions to the Obligations of the Company, Parent and Merger Sub

. The obligations of the Company, Parent and Merger Sub to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or, if permitted by applicable Law, waiver by the Party for whose benefit such condition exists) of the following conditions:

46. any applicable waiting period under the HSR Act relating to the transactions contemplated by this Agreement shall have expired or been terminated;

47. no order, decree or ruling (including by temporary restraining order or preliminary or permanent injunction) issued by any court of competent jurisdiction or other Governmental Entity or other legal restraint or prohibition preventing the consummation of the transactions contemplated by this Agreement shall be in effect;

48. the Company shall have obtained the Company Stockholder Written Consent; and

49. all Specified Consents shall have been received; provided, however, that notwithstanding the foregoing, upon the earlier of (i) the Specified Consent Deadline or (ii) such date that Parent, the Company and Licensee mutually agree, this condition shall be deemed satisfied by the implementation of Alternative Arrangements (or any combination thereof) in the Material Jurisdictions; provided, further, however, that in the event this condition is deemed satisfied pursuant to clause (ii) of the preceding proviso, the Closing Parent Stock Consideration shall be reduced by $10,000,000; and provided further, however, that with respect to each jurisdiction that is not a Material Jurisdiction and in which a Licensee Consent has not been received or an Alternative Arrangement implemented, Licensee shall take all steps necessary to ensure compliance with applicable Law in such non-Material Jurisdiction, including ceasing the conduct of services regulated by the Permit in such non-Material Jurisdiction in accordance with the Law of such non-Material Jurisdiction and surrendering its Permit in such non-Material Jurisdiction.

Section b. Other Conditions to the Obligations of Parent and Merger Sub

. The obligations of Parent and Merger Sub to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver by Parent and Merger Sub of the following further conditions:

50. (i) each of the representations and warranties of the Company contained in Section 3.1(a), Section 3.2 and Section 3.19 shall be true and correct in all but de minimis respects as of the Closing Date as though made on and as of the Closing Date and (ii) each of the

representations and warranties of the Company set forth in Article 3 other than those listed in clause (i) of this Section 6.2(a) (in each case, provided that the qualifications as to "materiality" and "Company Material Adverse Effect" (and similar qualifications) contained in such representations and warranties shall not be given effect (other than in Section 3.8(a))) shall be true and correct in all respects as of the Closing Date as though made on and as of the Closing Date, except to the extent (A) in the case of clauses (i) and (ii), such representations and warranties are made on and as of a specified date, in which case the same shall on the Closing Date be true and correct as of the specified date and (B) in the case of clause (ii), the failure of such representations and warranties to be true and correct as of such dates would not individually or in the aggregate have a Company Material Adverse Effect;

51. the Company shall have performed and complied in all material respects with all covenants required to be performed or complied with by the Company under this Agreement on or prior to the Closing Date;

52. no event or events shall have occurred since the date of this Agreement which individually or in the aggregate constitutes a Company Material Adverse Effect;

53. the Company shall have delivered to Parent a certificate of an authorized officer of the Company, dated as of the Closing Date, to the effect that the conditions specified in Section 6.2(a), Section 6.2(b), and Section 6.2(c) have been satisfied;

54. the Bank Relationships (or similar agreements with one or more other Financial Institutions) shall be in full force and effect and the applicable Financial Institution party thereto shall not have indicated that it intends to terminate or modify the parties' relationship thereunder in any material respect that would be, or would reasonably be expected to be, adverse to the Group Companies; and

55. the DSP Relationship shall be in full force and effect and the DSP Relationship shall not have indicated that it intends to terminate or modify the parties' relationship thereunder in any material respect that would be, or would reasonably be expected to be, adverse to the Group Companies.

Section c. Other Conditions to the Obligations of the Company

. The obligations of the Company to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver by the Company of the following further conditions:

56. (i) each of the representations and warranties of Parent and Merger Sub contained in Section 4.1, Section 4.2, Section 4.4, and Section 4.11 shall be true and correct in all but de minimis respects as of the Closing Date as though made on and as of the Closing Date, (ii) the representations and warranties of Parent and Merger Sub contained in Section 4.17 shall be true and correct in all respects as of the Closing Date as though made on and as of the Closing Date and (iii) each of the representations and warranties of Parent and Merger Sub set forth in Article 4 other than those listed in clauses (i) and (ii) of this Section 6.3(a) (in each case,

provided that the qualifications as to "materiality" and "Parent Material Adverse Effect" (and similar qualifications) contained in such representations and warranties shall not be given effect) shall be true and correct in all respects as of the Closing Date as though made on and as of the Closing Date, except to the extent (A) in the case of clauses (i), (ii) and (iii), such representations and warranties are made on and as of a specified date, in which case the same shall on the Closing Date be true and correct as of the specified date and (B) in the case of clause (iii), the failure of such representations and warranties to be true and correct as of such dates would not individually or in the aggregate have a Parent Material Adverse Effect;

57. each of Parent and Merger Sub shall have performed and complied in all material respects with all covenants required to be performed or complied with by it under this Agreement on or prior to the Closing Date;

58. Parent and Merger Sub shall have each delivered to the Company a certificate of an authorized officer of Parent or Merger Sub, as applicable, dated as of the Closing Date, to the effect that the conditions specified in Section 6.3(a) and Section 6.3(b) have been satisfied;

59. the Parent Common Shares issuable in the Merger shall have been authorized for listing on the Nasdaq upon official notice of issuance; and

60. the Stockholders' Agreement and the Registration Rights Agreement shall be in full force and effect and neither Parent nor any Principal Parent Stockholder, if party thereto, shall have terminated or repudiated the Stockholders' Agreement and the Registration Rights Agreement.

Section d. Frustration of Closing Conditions

. No Party may rely on the failure of any condition set forth in this Article 6 to be satisfied if such failure was caused by such Party's failure to use reasonable best efforts to cause the Closing to occur, as required by Section 5.4.

Article 7.

TERMINATION

Section a. Termination

. This Agreement may be terminated and the transactions contemplated by this Agreement may be abandoned at any time prior to the Closing:

61. by mutual written consent of Parent and the Company;

62. by Parent, if (i) any of the representations and warranties of the Company set forth in Article 3 shall not be true and correct such that the condition to Closing set forth in Section 6.2(a) would not be satisfied and the breach or breaches causing such representations or warranties not to be so true and correct is not cured, if capable of being cured, within the earlier of (A) 30 days after written notice thereof is delivered to the Company by Parent and (B) two (2)

Business Days prior to the Termination Date, or (ii) if any of the covenants of the Company set forth in this Agreement shall not have been performed and complied with such that the condition to Closing set forth in Section 6.2(b) would not be satisfied and the failure to comply or perform with such covenants is not cured, if capable of being cured, within the earlier of (A) 30 days after written notice thereof is delivered to the Company by Parent and (B) two (2) Business Days prior to the Termination Date; provided, however, that Parent shall not have the right to terminate this Agreement pursuant to this Section 7.1(b) if Parent or Merger Sub is then in material breach of any of its representations, warranties, covenants or other agreements hereunder such that it would give rise to the failure of a condition set forth in Section 6.3(a) or Section 6.3(b) to be satisfied;

63. by the Company, if (i) any of the representations and warranties of Parent or Merger Sub set forth in Article 4 shall not be true and correct such that the condition to Closing set forth in Section 6.3(a) would not be satisfied and the breach or breaches causing such representations or warranties not to be so true and correct is not cured, if capable of being cured, within the earlier of (A) 30 days and after written notice thereof is delivered to Parent by the Company and (B) two (2) Business Days prior to the Termination Date, or (ii) if any of the covenants of Parent or Merger Sub set forth in this Agreement shall not have been performed and complied with such that the condition to Closing set forth in Section 6.3(b) would not be satisfied and the failure to comply or perform with such covenants is not cured, if capable of being cured, within the earlier of (A) 30 days after written notice thereof is delivered to Parent by the Company and (B) two (2) Business Days prior to the Termination Date; provided, however, that the Company shall not have the right to terminate this Agreement pursuant to this Section 7.1(c) if it is then in material breach of any of its representations, warranties, covenants or other agreements hereunder such that it would give rise to the failure of a condition set forth in Section 6.2(a) or Section 6.2(b) to be satisfied;

64. by Parent, if the transactions contemplated by this Agreement shall not have been consummated by February 28, 2022 (the "Termination Date"), unless the failure to consummate the transactions contemplated by this Agreement is primarily the result of a breach by Parent or Merger Sub of their respective representations, warranties, obligations or covenants under this Agreement;

65. by the Company, if the transactions contemplated by this Agreement shall not have been consummated by the Termination Date, unless the failure to consummate the transactions contemplated by this Agreement is primarily the result of a breach by the Company of its representations, warranties, obligations or covenants under this Agreement;

66. by either Parent or the Company, if any Governmental Entity shall have issued an order, decree or ruling or taken any other action permanently enjoining, restraining or otherwise prohibiting the transactions contemplated by this Agreement and such order, decree or ruling or other action shall have become final and non-appealable; provided, however, that the right to terminate this Agreement pursuant to this Section 7.1(f) shall not be available to a Party if the issuance of such final and non-appealable order, decree or ruling was primarily due to the failure of such Party (and, in the case of a termination by Parent, the failure by Parent or Merger Sub to have complied with its obligations under this Agreement, including under Section 5.4); or

67. by the Company, by providing two (2) Business Days advance written notice to Parent, if (i) all the conditions set forth in Section 6.1 and Section 6.2 shall have been satisfied or waived if the Closing were to have occurred at such time (other than those conditions that by their terms are to be satisfied by actions taken at the Closing), (ii) the Company shall have given written notice to Parent that the Company will waive any unsatisfied condition in Section 6.3 (other than those conditions that by their terms are to be satisfied by actions taken at the Closing), and the Company stands ready, willing and able to consummate the Merger, and (iii) the Merger shall not have been consummated by Parent and Merger Sub within two (2) Business Days of the date otherwise specified to be the Closing Date in accordance with Section 2.2 and the Company stood ready, willing and able to consummate the Closing through such period; provided, however, that, during such period no Party shall be entitled to terminate this Agreement pursuant to this Section 7.1(g).

Section b. Effect of Termination

.

68. In the event of the termination of this Agreement pursuant to Section 7.1, this entire Agreement shall forthwith become void (and there shall be no liability or obligation on the part of any Party, the Lenders or their respective Non-Party Affiliates) with the exception of (a) the provisions of this Section 7.2, Article 9, Section 5.6, Section 5.12(c) and Section 5.12(d), each of which provisions shall survive such termination and remain valid and binding obligations of the Parties and (b) subject to Section 7.2(b) and (d), any liability of any Party for any Willful Breach of this Agreement prior to such termination.

69. In the event that (i) Parent terminates this Agreement pursuant to Section 7.1(d) at a time when the Company would have been entitled to terminate this Agreement pursuant to either of Section 7.1(c) or Section 7.1(g) or (ii) the Company terminates this Agreement pursuant to Section 7.1(c) or Section 7.1(g), then, in each case, Parent shall pay to the Company a termination fee of $22,500,000 (the "Termination Fee"). Parent shall pay, or cause to be paid, the Termination Fee to the Company (or its designee), by wire transfer of immediately available funds, within three (3) Business Day after the termination of this Agreement under the circumstances described in the foregoing clauses (i) and (ii). The Company may pursue both a grant of specific performance in accordance with (and subject to the limitations set forth in) Section 9.14 and the payment of the Termination Fee and the fees and expenses pursuant to this Section 7.2; provided, however, that under no circumstances shall the Company be permitted or entitled to receive both a grant of specific performance resulting in the consummation of the Closing and of payment of the Termination Fee. If payable hereunder, the Termination Fee shall be considered liquidated damages (and not a penalty).

70. The Parties acknowledge that the agreements contained in this Section 7.2 are an integral part of the transactions contemplated by this Agreement and that, without these agreements, the Parties would not enter into this Agreement. If Parent fails to timely pay the Termination Fee in accordance with Section 7.2(b) when due hereunder, then Parent shall pay to

the Company (or its designee) its costs and expenses (including reasonable attorneys' fees and the fees and expenses of any expert or consultant engaged by the Company) in connection with any steps taken to collect such fee, together with interest on the amount of such payment from the date such payment was required to be made until the date of payment at a per annum rate of 10%. Any amount payable pursuant to this Section 7.2 shall be paid by Parent by wire transfer of same day funds prior to or on the date the Termination Fee is required to be made under Section 7.2(b).

71. Notwithstanding anything to the contrary in this Agreement, in any circumstance (which, for the avoidance of doubt, shall be deemed to include any failure by Parent or Merger Sub to consummate the transactions contemplated by this Agreement if it is obligated to do so hereunder) in which this Agreement is validly terminated and the Termination Fee is paid to the Company (or its designee) by Parent pursuant to this Section 7.2, and the Company (or its designee) is reimbursed for any costs and expenses of the Company in accordance with Section 7.2(c), the receipt of the Termination Fee and reimbursements under Section 7.2(c) shall be the sole and exclusive monetary remedy of the Company against Parent, Merger Sub, the Equity Financing Sources, the Lenders (including the Debt Financing Sources) or any of their respective former, current or future general or limited partners, stockholders, controlling Persons, managers, members, directors, officers, employees, Affiliates, representatives, agents or any their respective assignees or successors or any former, current or future general or limited partner, stockholder, controlling Person, manager, member, director, officer, employee, Affiliate, representative, agent, assignee or successor of any of the foregoing (collectively, the "Parent Related Parties") for, and the Company shall be deemed to have waived all other remedies (including equitable remedies) with respect to, any loss or damage suffered as a result of the failure of the Merger to be consummated or for a breach of, or failure to perform under, this Agreement or otherwise or in respect of any representation made or alleged to have been made in connection herewith and upon payment of such amounts, none of the Parent Related Parties shall have any further liability for any obligations or liabilities of Parent or Merger Sub for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the Merger or the other transactions contemplated by this Agreement, whether by or through attempted piercing of the corporate veil, or in respect of any oral representations made or alleged to be made in connection herewith, except that nothing shall relieve Parent of its obligations under Section 5.6, Section 5.12(c), Section 5.12(d) and this Section 7.2 or Parent and its Affiliates of their obligations under the Confidentiality Agreement.

Article 8.

REPRESENTATIVE OF THE EQUITYHOLDERS

Section a. Authorization of Representative

.

72. Stone Point Capital LLC (or any of its Affiliates as designated by Stone Point Capital LLC) is hereby appointed, authorized and empowered by the Company, with such appointment to be confirmed by the Equityholders in the Letter of Transmittal, to act as the "Equityholder Representative" (or any other Person from time to time designated by the

Equityholders who hold a majority of the Shares as of immediately prior to the Effective Time) for the benefit of the Equityholders, as the exclusive agent and attorney-in-fact to act on behalf of each Equityholder, in connection with and to facilitate the consummation of the transactions contemplated hereby, including pursuant to the Escrow Agreement, which shall include the power and authority (in its sole discretion):

xi. to execute and deliver the Escrow Agreement and any other Transaction Documents and any other documents, certificates or instruments delivered in connection herewith or therewith (with such modifications or changes therein as to which the Equityholder Representative, in its sole discretion, shall have consented) and to agree to such amendments or modifications thereto as the Equityholder Representative, in its sole discretion, determines to be desirable;

xii. to execute and deliver such waivers and consents in connection with this Agreement, the Escrow Agreement and any other Transaction Documents and the consummation of the transactions contemplated hereby and thereby as the Equityholder Representative, in its sole discretion, may deem necessary or desirable;

xiii. to use the Equityholder Representative Expense Amount to satisfy costs, expenses and/or liabilities of the Equityholder Representative in connection with matters related to this Agreement and/or the other Transaction Documents, with any balance of the Equityholder Representative Expense Amount not used for such purposes to be disbursed and paid to the Paying Agent (for further distribution to the Stockholders) and the Surviving Entity (for further distribution to the Optionholders (solely with respect to Vested Company Options)) based on each Equityholder's respective Equityholder Percentage Interest at such time as the Equityholder Representative determines in its sole discretion that no additional costs, expenses and/or liabilities shall become due and payable;

xiv. to collect and receive all moneys and other proceeds and property payable to the Equityholders as described herein, and, subject to any applicable withholding retention Laws, and net of any out-of-pocket expenses incurred by the Equityholder Representative (including any expenses paid by the Equityholder Representative in excess of the Equityholder Representative Expense Amount), the Equityholder Representative shall pay to the Paying Agent (for further distribution to the Stockholders) and the Surviving Entity (for further distribution to the Optionholders (solely with respect to Vested Company Options)) the same based on each Equityholder's respective Equityholder Percentage Interest at such time as the Equityholder Representative determines in its sole discretion;

xv. to review the Proposed Closing Date Calculations and to determine whether to deliver a Purchase Price Dispute Notice and to resolve any disputes regarding the Proposed Closing Date Calculations;

xvi. as the Equityholder Representative, to enforce and protect the rights and interests of the Equityholders and to enforce and protect the rights and interests of the Equityholder Representative arising out of or under or in any manner relating to the rights of the Equityholders to receive consideration from this Agreement and the Escrow Agreement, and

each other agreement, document, instrument or certificate referred to herein or therein or the transactions provided for herein or therein, and to take any and all actions which the Equityholder Representative believes are necessary or appropriate under the Escrow Agreement and/or this Agreement for and on behalf of the Equityholders in connection therewith;

xvii.to refrain from enforcing any right of any Equityholder and/or the Equityholder Representative arising out of or under or in any manner relating to this Agreement, the Escrow Agreement or any other agreement, instrument or document in connection with the foregoing; provided, however, that no such failure to act on the part of the Equityholder Representative shall be deemed a waiver of any such right or interest by the Equityholder Representative or by any Equityholder unless such waiver is in writing signed by the waiving Equityholder or by the Equityholder Representative; and

xviii.to make, execute, acknowledge and deliver all such other agreements, guarantees, orders, receipts, endorsements, notices, requests, instructions, certificates, stock powers, letters and other writings, and, in general, to do any and all things and to take any and all action that the Equityholder Representative, in its sole and absolute discretion, may consider necessary or proper or convenient in connection with or to carry out the transactions contemplated by this Agreement, the Escrow Agreement, and all other agreements, documents or instruments referred to herein or therein or executed in connection herewith and therewith.

73. The Equityholder Representative shall not be entitled to any fee, commission or other compensation for the performance of its services hereunder, but shall be entitled to the payment from the Equityholders of all its expenses and losses incurred as the Equityholder Representative. In connection with this Agreement, the Escrow Agreement and any other Transaction Documents, and in exercising or failing to exercise all or any of the powers conferred upon the Equityholder Representative hereunder (i) the Equityholder Representative shall incur no responsibility whatsoever to any Person by reason of any error in judgment or other act or omission performed or omitted, excepting only responsibility to the Equityholders for any act or failure to act which represents gross negligence or willful misconduct, and (ii) the Equityholder Representative shall be entitled to rely on the advice of counsel, public accountants or other independent experts experienced in the matter at issue, and any error in judgment or other act or omission of the Equityholder Representative pursuant to such advice shall in no event subject the Equityholder Representative to liability to any Equityholder. Each Equityholder shall indemnify, pro rata based upon such Equityholder's respective Equityholder Percentage Interest, the Equityholder Representative against all losses of any nature whatsoever (including any and all expense whatsoever reasonably incurred in investigating, preparing or defending against any litigation, commenced or threatened or any claims whatsoever), arising out of or in connection with any claim, investigation, challenge, action or proceeding or in connection with any appeal thereof, relating to the acts or omissions of the Equityholder Representative hereunder, under the Escrow Agreement, any other Transaction Documents or otherwise in its capacity as the Equityholder Representative. The foregoing indemnification shall not apply in the event of any Proceeding which finally adjudicates the liability of the Equityholder Representative hereunder for its gross negligence or willful misconduct.

74. All of the indemnities, immunities and powers granted to the Equityholder Representative under this Agreement shall survive the Closing Date and/or any termination of this Agreement and/or the Escrow Agreement.

75. Parent and the Surviving Entity shall have the right to rely upon all actions taken or omitted to be taken by the Equityholder Representative on behalf of the Equityholders pursuant to this Agreement and the Escrow Agreement, all of which actions or omissions shall be legally binding upon the Equityholders and such Equityholders shall have no right to pursue any claim or action against Parent or the Surviving Entity other than change the Equityholder Representative. Parent and Merger Sub agree and acknowledge that the Equityholder Representative shall not be liable for any claims that Parent or Merger Sub asserts in connection with this Agreement, the Escrow Agreement or any other Transaction Documents or any transactions contemplated hereunder or thereunder.

76. The grant of authority provided for herein (i) is coupled with an interest and shall be irrevocable and survive the death, incompetency, bankruptcy or liquidation of any Equityholder, and (ii) shall survive the consummation of the Merger.

Article 9.

MISCELLANEOUS

Section a. Entire Agreement; Assignment; Amendment

. This Agreement, together with all exhibits and schedules hereto, as the same may from time to time be amended, modified, supplemented or restated in accordance with the terms hereof, and together with the Confidentiality Agreement and the other Transaction Documents, (a) constitute the entire agreement among the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof and (b) shall not be assigned by any Party (whether by operation of Law or otherwise), other than for collateral purposes (provided, that no such assignment shall relieve Parent or Merger Sub of their obligations hereunder) or with respect to the replacement of the Equityholder Representative, without the prior written consent of the Company, the Equityholder Representative and Parent. Any attempted assignment of this Agreement not in accordance with the terms of this Section 9.1 shall be void. This Agreement may be amended or modified only by a written agreement executed and delivered by the Company, the Equityholder Representative and Parent. This Agreement may not be modified or amended except as provided in the immediately preceding sentence and any amendment by any Party or Parties effected in a manner which does not comply with this Section 9.1 shall be void. Notwithstanding the foregoing, no amendment or waiver to the definition of "Equity Financing Source," or to this Section 9.1 or Section 4.14, Section 5.12, Section 7.2(d), Section 9.3, Section 9.7, Section 9.8, Section 9.12, Section 9.13 or Section 9.15 (or to any other provision or definition of this Agreement to the extent that such amendment or waiver would modify the substance of any such foregoing definition or Section or any defined term used therein) that is adverse to any Debt Financing Source or Equity Financing Source shall be effective as to such Debt Financing Source or Equity Financing Source, as applicable, without the written consent of such Debt Financing Source or Equity Financing Source, as applicable.

Section b. Notices

. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt with written acknowledgement thereof) by delivery in person, by E-mail, or by registered or certified mail (postage prepaid, return receipt requested) to the other Parties as follows:

To Parent, Merger Sub or the Surviving Entity:

c/o PSD Partners LP

1156 Avenue of the Americas
Suite 620
New York, NY 10036
Attention: Thomas C. Priore
E-mail: tpriore@pps.io

with a copy (which shall not constitute notice to Parent, Merger Sub or the Surviving Entity) to:

Schulte Roth & Zabel LLP
919 Third Avenue
New York, NY 10022
Attention: Michael E. Gilligan
E-mail: michael.gilligan@srz.com

To the Equityholder Representative:

20 Horseneck Lane
Greenwich, CT 06830
Attention: Joshua S. Goldman
E-mail: jgoldman@stonepoint.com

with a copy (which shall not constitute notice to the Equityholder Representative) to:

Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, New York 10036
Attention: Howard T. Spilko and Todd E. Lenson
Email: hspilko@kramerlevin and tlenson@kramerlevin.com

To the Company (prior to the Closing):

c/o Stone Point Capital LLC
20 Horseneck Lane
Greenwich, CT 06830

Attention: Joshua S. Goldman
E-mail: jgoldman@stonepoint.com

with a copy (which shall not constitute notice to the Company) to:

Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, New York 10036
Attention: Howard T. Spilko and Todd E. Lenson
Email: hspilko@kramerlevin and tlenson@kramerlevin.com

or to such other address as the Party to whom notice is given may have previously furnished to the others in writing in the manner set forth above.

Section c. Governing Law

. This Agreement, together with any and all disputes or Proceedings arising out of or relating to this Agreement, whether sounding in contract, tort or statute, shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than the State of Delaware. Notwithstanding anything to the contrary contained herein, any right or obligation with respect to any Debt Financing Source or Equity Financing Source in connection with this Agreement, the Financing, the Debt Commitment Letter, the Equity Commitment Letter and the transactions contemplated hereby and thereby, and any claim, controversy, dispute, suit, action or proceeding relating thereto or arising thereunder, shall be governed by, construed and interpreted in accordance with the law of the State of New York (without giving effect to any conflicts of law principles that would result in the application of the laws of another state).

Section d. Fees and Expenses

. Except as otherwise set forth in this Agreement (including, for the avoidance of doubt, the fees and expenses to be borne by Parent in accordance with Section 5.4(a), Section 5.6(c) and Section 5.10), all fees and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement, including the fees and disbursements of counsel, financial advisors and accountants, shall be paid by the Party incurring such fees or expenses; provided, however, that in the event that the transactions contemplated by this Agreement are consummated, Parent shall, or shall cause the Company to, pay all Unpaid Transaction Expenses in accordance with Section 2.8(c)(ii) or Section 2.8(c)(iii), as applicable.

Section e. Construction

. The headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. No Party, nor its respective counsel, shall be deemed the drafter of this Agreement for purposes of construing the provisions hereof, and all provisions of this Agreement shall be construed according to their fair

meaning and not strictly for or against any Party and no presumption or burden of proof will arise favoring or disfavoring any Person by virtue of its authorship of any provision of this Agreement.

Section f. Exhibits and Schedules

. All Exhibits and Schedules, or documents expressly incorporated into this Agreement, are hereby incorporated into this Agreement and are hereby made a part hereof as if set out in full in this Agreement. Any item disclosed in any Schedule referenced by a particular Section in this Agreement shall be deemed to have been disclosed with respect to every other Section in this Agreement if the relevance of such disclosure to such other sections is reasonably apparent from the face of such disclosure. The specification of any dollar amount in the representations or warranties contained in this Agreement or the inclusion of any specific item in any Schedule is not intended to imply that such amounts, or higher or lower amounts or the items so included or other items, are or are not material, and no Party shall use the fact of the setting of such amounts or the inclusion of any such item in any dispute or controversy as to whether any obligation, items or matter not described herein or included in a Schedule is or is not material for purposes of this Agreement. Any capitalized term used in any Exhibit or Schedule but not otherwise defined therein shall have the meaning given to such term in this Agreement.

Section g. Parties in Interest

. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns and, except as expressly provided in Section 5.6, Section 7.2(d), Section 9.15 and Section 9.16, nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement; provided, however, that the Lenders (including any Debt Financing Sources) or Equity Financing Sources may enforce (and each is an intended third party beneficiary of) the provisions of Section 7.2(d) (solely to the extent that there can be no recourse after the Termination Fee has been paid-in-full), Section 9.1, Section 9.8, Section 9.12, Section 9.13, Section 9.15 and this Section 9.7, in each case, that are related to such Lenders or Equity Financing Sources; and provided further, however, that after the Closing, the Equityholder Representative on behalf of the Equityholders may enforce their rights to receive the Per Share Optionholder Closing Consideration, the Per Share Closing Cash Consideration or the Per Share Closing Parent Stock Consideration, as applicable, any Deferred Payments in accordance with Article 2.

Section h. Extension; Waiver

. At any time prior to the Closing, the Company may, and at any time after the Closing, the Equityholder Representative may, (a) extend the time for the performance of any of the obligations or other acts of Parent or Merger Sub contained herein, (b) waive any inaccuracies in the representations and warranties of Parent or Merger Sub contained herein or in any document, certificate or writing delivered by Parent or Merger Sub pursuant hereto, or (c) waive compliance by Parent or Merger Sub with any of the agreements or conditions contained herein, as applicable. At any time prior to the Closing, Parent or Merger Sub may (i) extend the time for

the performance of any of the obligations or other acts of the Company contained herein, (ii) waive any inaccuracies in the representations and warranties of the Company contained herein or in any document, certificate or writing delivered by the Company pursuant hereto, or (iii) waive compliance by the Company with any of the agreements or conditions contained herein, as applicable. Any agreement on the part of any Party to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such Party. The failure of any Party to assert any of its rights hereunder shall not constitute a waiver of such rights. Notwithstanding anything herein to the contrary, each of the Parties agrees that in the case of any amendments to or waivers of Section 7.2(d) (solely to the extent that there can be no recourse after the Termination Fee has been paid-in-full), Section 9.1, Section 9.7, this Section 9.8, Section 9.12, Section 9.13 or Section 9.15 that are materially adverse to the interests of any Lender (including any Debt Financing Sources) or any Equity Financing Source the consent of such Lender (or such Debt Financing Source) or Equity Financing Source, as applicable, shall be required.

Section i. Severability

. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable Law, but if any term or other provision of this Agreement is held to be invalid, illegal or unenforceable under applicable Law, all other provisions of this Agreement shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision of this Agreement is invalid, illegal or unenforceable under applicable Law, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section j. Counterparts; Facsimile Signatures

. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or scanned pages shall be effective as delivery of a manually executed counterpart to this Agreement.

Section k. Non-Survival of Representations, Warranties and Covenants

. The representations and warranties of the Company, Parent and Merger Sub contained in this Agreement and in any certificate delivered pursuant hereto shall terminate and be of no further force or effect at Closing (and no Party shall have liability thereunder at or after the Closing). The covenants and agreements of the Company, Parent and Merger Sub contained in this Agreement that by their terms are to be performed prior to the Closing shall terminate and be of no further force or effect at Closing (and no Party shall have liability thereunder at or after the Closing). Notwithstanding the foregoing, nothing herein shall be deemed to limit the liability of a Party for Fraud by such Party.

Section l. WAIVER OF JURY TRIAL

. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR ARISING UNDER THE DEBT COMMITMENT LETTER, THE EQUITY COMMITMENT LETTER OR THE PERFORMANCE THEREOF, THE FINANCING CONTEMPLATED THEREBY OR INVOLVING ANY DEBT FINANCING SOURCE OR EQUITY FINANCING SOURCE OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO OR ARISING UNDER THE DEBT COMMITMENT LETTER, THE EQUITY COMMITMENT LETTER OR THE PERFORMANCE THEREOF, THE FINANCING CONTEMPLATED THEREBY OR INVOLVING ANY DEBT FINANCING SOURCE OR EQUITY FINANCING SOURCE, IN EACH CASE, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. EACH PARTY HEREBY FURTHER AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section m. Jurisdiction and Venue

. Each of the Parties (a) submits to the exclusive jurisdiction of the Chancery Court of the State of Delaware (or, if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any state or U.S. federal court within the State of Delaware) (and appellate courts thereof) in any action or proceeding arising out of or relating to this Agreement, (b) agrees that all claims in respect of such action or Proceeding may be heard and determined in any such court and (c) agrees not to bring any Proceeding arising out of or relating to this Agreement in any other court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any Proceeding so brought and waives any bond, surety or other security that might be required of any other Party with respect thereto. Each Party agrees that service of summons and complaint or any other process that might be served in any Proceeding may be made on such Party by sending or delivering a copy of the process to the Party to be served at the address of the Party and in the manner provided for the giving of notices in Section 9.2. Nothing in this Section 9.13, however, shall affect the right of any Party to serve legal process in any other manner permitted by applicable Law. Each Party agrees that a final, non-appealable judgment in any action or Proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by Law. Notwithstanding anything herein to the contrary, each of the Parties (i) agrees that any claim, action, suit, legal proceeding, investigation or arbitration (each, an "Action"), whether in Law or in equity, whether in contract or in tort or otherwise, involving the Equity Financing Sources or Debt Financing Sources, arising out of or relating to, this Agreement, the Financing, the Financing Commitments

or any of the agreements entered into in connection with the Financing or any of the transactions contemplated hereby or thereby or the performance of any services thereunder shall be subject to the exclusive jurisdiction of the Supreme Court of the State of New York, County of New York, or, if under applicable Law exclusive jurisdiction is vested in the U.S. federal courts, the United States District Court for the Southern District of New York located in the Borough of Manhattan (and appellate courts thereof) and each Party irrevocably submits itself and its property with respect to any such Action to the exclusive jurisdiction of such court, (ii) agrees it will not bring or support or permit any of its Affiliates to bring or support any Action, whether in Law or equity, whether in contract or tort or otherwise, against the Equity Financing Sources or Debt Financing Sources in any way relating to this Agreement, the Financing, the Financing Commitments or any of the agreements entered into in connection with the Financing or any of the transactions contemplated hereby or thereby or the performance of any services thereunder, in any forum other than the Supreme Court of the State of New York, County of New York, or, if under applicable Law exclusive jurisdiction is vested in the U.S. federal courts, the United States District Court for the Southern District of New York located in the Borough of Manhattan (and appellate courts thereof) and (iii) irrevocably waives, to the fullest extent that it may effectively do so, the defense of an inconvenient forum to the maintenance of such Action in any such court.

Section n. Remedies

.

77. Any and all remedies provided herein will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by Law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy. Parent, Merger Sub and the Company agree that irreparable harm for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the Parties do not fully and timely perform their respective obligations under or in connection with this Agreement in accordance with their specific terms or otherwise breach such provisions. It is accordingly agreed that, prior to the valid termination of this Agreement pursuant to Section 7.1, the Parties shall be, subject to the limitations set forth in Section 9.14(b), entitled to an injunction or injunctions, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, in each case without proof of damages and without posting a bond or undertaking, this being in addition to any other remedy to which they are entitled at Law or in equity. Each of Parent, Merger Sub, the Company and the Equityholder Representative agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief when expressly available pursuant to the terms of this Agreement on the basis that the other Parties have an adequate remedy at Law or an award of specific performance is not an appropriate remedy for any reason at Law or equity.

78. Notwithstanding any provision of this Agreement to the contrary, it is agreed that the Company shall be entitled to seek specific performance of Parent's obligation to consummate the Closing only if (i) the Company has provided two (2) Business Days' written notice to the effect that (A) all the conditions set forth in Section 6.1 and Section 6.2 shall have

been satisfied or waived if the Closing were to have occurred at such time (other than those conditions that by their terms are to be satisfied by actions taken at the Closing), (B) the Company will waive any unsatisfied condition in Section 6.3 (other than those conditions that by their terms are to be satisfied by actions taken at the Closing) and the Company stands ready, willing and able to consummate the Merger, and (C) the Merger shall not have been consummated by Parent and Merger Sub within two (2) Business Days of the date otherwise specified to be the Closing Date in accordance with Section 2.2 and the Company stood ready, willing and able to consummate the Closing through such period, (ii) the Debt Financing (and/or, if applicable, the Alternative Financing) has been funded or the Lenders thereunder have indicated in writing that the Debt Financing (and/or, if applicable, the Alternative Financing) will be funded at the Closing, (iii) the Equity Financing (and/or, if applicable, the Alternative Financing) has been funded or the Equity Financing Sources thereunder have indicated in writing that the Equity Financing (and/or, if applicable, the Alternative Financing) will be funded at the Closing, and (iv) the Company has confirmed in writing that, if the Financing (or, if applicable, the Alternative Financing) is funded, then it would take such actions within its control to cause the Closing to occur.

Section o. Non-Recourse

. All claims or causes of action (whether in contract or in tort, in Law or in equity) that may be based upon, arise out of or relate to this Agreement or the other Transaction Documents, or the negotiation, execution or performance of this Agreement or the other Transaction Documents (including any representation or warranty made in or in connection with this Agreement or the other Transaction Documents or as an inducement to enter into this Agreement or the other Transaction Documents), may be made only against the entities that are expressly identified as parties hereto and thereto. No Person who is not a named party to this Agreement or the other Transaction Documents, including any past, present or future director, officer, employee, incorporator, member, partner, stockholder, equityholder, Affiliate, agent, attorney or representative of any named party to this Agreement or the other Transaction Documents nor the Equityholder Representative (collectively, "Non-Party Affiliates"), shall have any liability (whether in contract or in tort, in Law or in equity, or based upon any theory that seeks to impose liability of an entity party against its owners or affiliates) for any obligations or liabilities arising under, in connection with or related to this Agreement or such other Transaction Documents (as the case may be) or for any claim based on, in respect of, or by reason of this Agreement or such other Transaction Document (as the case may be) or the negotiation or execution hereof or thereof; and each Party waives and releases all such liabilities, claims and obligations against any such Non-Party Affiliates. Non-Party Affiliates are expressly intended as third party beneficiaries of this provision of this Agreement. For the avoidance of doubt, the Company (on behalf of itself and its Affiliates and each officer, director, employee, member, manager, partner, controlling person, advisor, attorney, agent and representative thereof) (i) hereby waives any claims or rights against any Debt Financing Source or Equity Financing Source relating to or arising out of this Agreement, the Debt Commitment Letter, the Equity Commitment Letter, the Financing and the transactions contemplated hereby and thereby, whether at law or in equity and whether in tort, contract or otherwise, (ii) hereby agrees not to bring or support any suit, action or proceeding against any Debt Financing Source or Equity Financing Source in connection with

this Agreement, the Debt Commitment Letter, the Equity Commitment Letter, the Financing and the transactions contemplated hereby and thereby, whether at law or in equity and whether in tort, contract or otherwise, and (iii) hereby agrees to cause any suit, action or proceeding asserted against any Debt Financing Source or Equity Financing Source by or on behalf of the Company or any of its Affiliates or any officer, director, employee, member, manager, partner, controlling person, advisor, attorney, agent and representative thereof in connection with this Agreement, the Debt Commitment Letter, the Equity Commitment Letter, the Financing and the transactions contemplated hereby and thereby to be dismissed or otherwise terminated. In furtherance and not in limitation of the foregoing waivers and agreements, it is acknowledged and agreed that no Debt Financing Source or Equity Financing Source shall have any liability for any claims or damages to the Company in connection with this Agreement, the Debt Commitment Letter, the Equity Commitment Letter, the Financing and the transactions contemplated hereby and thereby.

Section p. Legal Representation; Privilege

.

79. It is acknowledged by each of the Parties that the Company has retained Kramer Levin Naftalis & Frankel LLP ("KLNF") to act as its counsel in connection with this Agreement and the agreements and transactions discussed herein and contemplated hereby (the "Current Representation"), and that no other party has the status of a client of KLNF for conflict of interest or any other purposes as a result thereof.

80. Each Party agrees that after the Closing, KLNF may represent one or more of the Surviving Entity, the Equityholder Representative and/or its and their Affiliates or any of its or their equityholders, partners, members, directors, managers, employees or representatives (any such Person, a "Designated Person") in any matter involving or arising from the Current Representation, including any interpretation or application of this Agreement and the agreements and transactions discussed herein and contemplated hereby, even though the interests of such Designated Person may be directly adverse to Parent, the Company or any of their respective Subsidiaries or Affiliates, and even though KLNF may have represented the Group Companies in a substantially related matter, or may be representing any of the foregoing in ongoing matters.

81. Each Party hereto hereby waives and agrees not to, and Parent agrees to cause the Company and its Subsidiaries not to, assert (i) any claim that KLNF has a conflict of interest in the Current Representation and any representation described in Section 9.16(b), and (ii) any confidentiality obligation with respect to any communication between KLNF and any Designated Person occurring during the Current Representation. Each of the Parties acknowledges that its acknowledgments, agreements, consents and/or waivers made under this Section 9.16 are voluntary, made after careful consideration, and made after consultation with counsel or after having been advised that such Person should do so.

82. Parent and Merger Sub hereby agree that as to all communications (i) whether before, at or after the Closing, between KLNF and any Designated Person or any of their representatives and (ii) prior to the Closing, between KLNF and the Company, its Subsidiaries or any of their respective representatives, in each case, that relate in any way to the Current

Representation, the attorney-client privilege and all rights to any other evidentiary privilege, and the protections afforded to information relating to representation of a client under applicable rules of professional conduct, belong to the Equityholder Representative and may be controlled by the Equityholder Representative and shall not pass to or be claimed by Parent, Merger Sub, the Company, any of their respective Subsidiaries or any of their respective representatives. Without limiting the foregoing, notwithstanding any policy of Parent, Merger Sub, the Company or any of their respective Subsidiaries or any agreement between or among the Company, its Subsidiaries or any of their respective representatives and any Designated Person, whether established or entered into before, at or after the Closing, Parent, Merger Sub, the Company and their respective Subsidiaries shall not review or use for any purpose without the Equityholder Representative's prior written consent, or seek to compel disclosure to Parent, Merger Sub, the Company or any of their respective Subsidiaries or any of their representatives any communication or information (whether written, oral, electronic or in any other medium) described in the previous sentence.

(e) Each of Parent and Merger Sub agree to take, and to cause its Affiliates to take, all steps necessary to implement the intent of this Section 9.16. The Parties further agree that KLNF and its partners and employees are intended third party beneficiaries of this Section 9.16.

[Signature Pages to Follow.]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed on its behalf as of the day and year first above written.

Finxera HOLDINGS, inc.

By:_____
Name:
Title:

STONE POINT CAPITAL LLC, solely in its capacity as the Equityholder Representative

By:__
Name:
Title:

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed on its behalf as of the day and year first above written.

PRIORITY TECHNOLOGY HOLDINGS, INC.

By:__
Name:
Title:

PRIME WARRIOR ACQUISITION CORP.

By:__
Name:
Title:

Exhibit A

Example Statement of Net Working Capital

Exhibit B

Example Statement of Pre-Closing Distributable Earnings

Exhibit C

Form of Letter of Transmittal

Exhibit D

Form of Certificate of Merger

Exhibit E

Form of Escrow Agreement

Exhibit F

Form of Stockholders' Agreement

Exhibit G

Form of Registration Rights Agreement

Exhibit H

Priore Support Agreement

Exhibit I

Parent's Charter

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT, dated as of March 5, 2021, is made by and among Finxera Holdings, Inc., a Delaware corporation (the "Company"), and each of the undersigned (each, a "Stockholder" and collectively, the "Stockholders").

Reference is hereby made to the Agreement and Plan of Merger, dated as of March 5, 2021 (the "Merger Agreement") by and among the Company, Priority Technology Holdings, Inc., a Delaware corporation ("Parent"), Prime Warrior Acquisition Corp., a Delaware corporation and wholly-owned subsidiary of Parent, and, solely in its capacity as the representative of the Equityholders (as defined therein), Stone Point Capital LLC, a Delaware limited liability company. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Merger Agreement.

In connection with the transactions contemplated by the Merger Agreement, each of the Stockholders hereby agrees (a) to execute and deliver the Stockholders' Agreement and the Registration Rights Agreement on the Closing Date, and (b) after the date hereof and prior to the Closing Date, shall not sell, assign, transfer or otherwise dispose of any of such Stockholder's Parent Common Shares, unless as a condition to such sale, assignment, transfer or other disposition, each such transferee executes and delivers a joinder agreement to this Support Agreement in a form reasonably acceptable to the Company; provided, however, that such Stockholder shall be permitted to sell up to an aggregate of 5% of such Stockholder's Parent Common Shares to transferees that are not Affiliates of any Stockholder upon written notice to the Company.

Sections 9.3, 9.10 9.12, 9.13 and 9.14(a) of the Merger Agreement are hereby incorporated into this Support Agreement, *mutatis mutandis*, as if set forth in full herein.

[Remainder of Page Intentionally Left Blank]

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

FINXERA HOLDINGS, INC.

By: _____
Name:
Title:

_____
Thomas C. Priore

_____
Lori Priore, as Trustee for the Thomas Priore 2019 GRAT

Thomas C. Priore Irrevocable Insurance Trust u/a/d 1/8/2010

By: _____
Lori A. Priore, as Trustee

By: _____
Bertrand H. Smyers, as Trustee

TRUIST BANK
TRUIST SECURITIES, INC.
3333 Peachtree Road
Atlanta, Georgia 30326

CONFIDENTIAL

March 5, 2021

Priority Holdings, LLC
2001 Westside Parkway, Suite 155
Alpharetta, Georgia 30004
Attention: Thomas Priore

Project Warrior

Commitment Letter
Ladies and Gentlemen:

You have advised each of Truist Bank ("***Truist Bank***") and Truist Securities, Inc. ("***Truist Securities***" and, together with Truist, and any other commitment party that becomes a party hereto (if any) pursuant to Section 2 below, "***we***", "***us***" or the "***Commitment Parties***") that Priority Holdings, LLC ("***Holdings***" or "***you***") intends to acquire via a merger (the "***Acquisition***"), directly or indirectly, 100% of the outstanding equity interests of Finxera Holdings, Inc., a Delaware corporation (together with its subsidiaries, the "***Target***"), pursuant to the Merger Agreement (as defined in the Transaction Description (as defined below)). You have further advised us that, in connection with the foregoing, you intend to consummate the other Transactions described in the Transaction Description attached hereto as Exhibit A (the "***Transaction Description***"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Transaction Description or the Summary of Principal Terms and Conditions attached hereto as Exhibit B (the "***Term Sheet***"); this commitment letter, the Transaction Description, the Term Sheet and the Summary of Additional Conditions attached hereto as Exhibit C (the "***Summary of Additional Conditions***"), collectively, the "***Commitment Letter***").

1. Commitment.

In connection with the Transactions, (i) Truist Bank (together with any other Initial Lender that becomes a party hereto (if any) pursuant to Section 2 below, each an "***Initial Lender***" and, collectively, the "***Initial Lenders***") is pleased to advise that it commits to provide 100% of the aggregate principal amount of each of the Credit Facilities upon the terms set forth herein and subject to no conditions precedent other than those set forth in Section 6 below, in the Section entitled "Conditions Precedent to Borrowings and Issuances on the Closing Date" in Exhibit B (limited on the date of the initial funding of

the Credit Facilities (the "***Closing Date***") as indicated therein) and in the Summary of Additional Conditions.

2. Titles and Roles.

It is agreed that (i) Truist Securities will act as lead arranger and bookrunner for the Credit Facilities (the "***Lead Arranger***" and, together with any Additional Arrangers (as defined below) appointed pursuant to the immediately succeeding paragraph in respect of the Credit Facilities, the "***Lead Arrangers***") and (ii) Truist Bank will act as sole administrative agent and sole collateral agent (in such capacities, the "***Administrative Agent***") for the Credit Facilities. It is further agreed that (i) in any Information Materials (as defined below) and all other offering or marketing materials in respect of the Credit Facilities, Truist Securities shall have "left side" designation and shall appear on the top left and shall hold the leading role and responsibility customarily associated with such "top left" placement and (ii) any Additional Arrangers (or their affiliates, as applicable) will be listed to the immediate right of Truist Securities in such order to be agreed among you, Truist Securities and such Additional Arrangers, in any Information Materials and all other offering or marketing materials in respect of the Credit Facilities. Subject to the immediately succeeding paragraph, you agree that no other agents, co-agents, arrangers or bookrunners will be appointed, no other titles will be awarded and no compensation (other than compensation expressly contemplated by this Commitment Letter and the Fee Letter (as defined below)) will be paid to any Lenders (as defined below) in connection with the Credit Facilities unless you and we shall so agree.

Notwithstanding the foregoing, you may, on or prior to the date which is **fifteen (15) business days** after the date on which you execute and deliver this Commitment Letter, appoint additional arrangers, bookrunners, agents, co-agents, managers or co-managers or confer other titles (other than administrative agent or collateral agent pursuant to the Fee Letter) in respect of the Credit Facilities (any such agent, co-agent, manager, co-manager or other titled institution, an "***Additional Arranger***") and in a manner and with economics determined by you in consultation with Truist Securities; provided that Truist Securities (or its affiliate) shall have **no less than 60.0% of the total economics** (excluding for this purpose any agency fees paid to Truist Bank for acting as Administrative Agent) under the Fee Letter with respect to the Credit Facilities (it being understood that, (a) any such Additional Arranger's (or its affiliates') several commitment shall be pro rata among the Credit Facilities, (b) such Additional Arranger (or its affiliates) shall assume a proportion of the commitments with respect to the Credit Facilities that is equal to the proportion of the economics allocated to such Additional Arranger (or its affiliates) and (c) to the extent you appoint (or confer titles on) an Additional Arranger in respect of the Credit Facilities, the economics allocated to, and the commitment amounts of, Truist Bank and Truist Securities will be proportionately reduced by the amount of the economics allocated to, and the commitment amount of, such Additional Arranger (or its affiliate), in each case upon the execution and delivery by such Additional Arranger of customary joinder documentation within such period reasonably acceptable to you, us and such Additional Arranger and, thereafter, such Additional Arranger shall constitute a "Commitment Party", "Lead Arranger" and an "Initial Lender," as applicable, under this Commitment Letter and under the Fee Letter).

3. Syndication.

The Lead Arrangers reserve the right, prior to or after the Closing Date (as defined below), to syndicate all or a portion of the Initial Lenders' respective commitments hereunder to the Credit Facilities to a group of banks, financial institutions, institutional lenders and other investors (together with the Initial Lenders, the "***Lenders***") identified by the Lead Arrangers in consultation with and reasonably

acceptable to you (such consent not to be unreasonably withheld, conditioned or delayed); *provided* that we agree not to syndicate our commitments to Disqualified Lenders (as defied below). Notwithstanding the Lead Arrangers' right to syndicate the Credit Facilities and receive commitments with respect thereto, except in connection with any assignment to an Additional Arranger and as otherwise agreed by you in writing, (i) no Initial Lender shall be relieved, released or novated from its obligations hereunder (including its obligation to fund the Credit Facilities on the Closing Date) in connection with any syndication, assignment or participation of the Credit Facilities, including its commitments in respect thereof, until after the Closing Date, (ii) no assignment or novation by any Initial Lender shall become effective in respect of the Credit Facilities until after the Closing Date has occurred, including, without limitation, as between you and the Initial Lenders with respect to all or any portion of any Initial Lender's commitments and (iii) each Initial Lender shall retain exclusive control over all rights and obligations with respect to its commitments in respect of the Credit Facilities, including all rights with respect to consents, modifications, supplements, waivers and amendments, until the Closing Date has occurred.

As used herein, "***Disqualified Lenders***" means (i) those banks, financial institutions and other institutional lenders, in each case separately identified by name in writing to us by you prior to the date hereof, (ii) competitors that, directly or through a controlled affiliate or subsidiary or portfolio company, are engaged in the same or substantially similar line of business as you or your subsidiaries or the Target and its subsidiaries and identified by name in writing by you to us from time to time (which list of competitors may be supplemented by the Borrowers after the Closing Date by means of a written notice to the Administrative Agent) or (iii) in the case of each of clauses (i) and (ii), any of their affiliates (which, for the avoidance of doubt, shall not include any bona fide debt investment funds that are affiliates of the persons referenced in clause (ii) above) that are either (a) identified in writing by you from time to time to us (or, if after the Closing Date, by the Borrowers to the Administrative Agent) or (b) clearly identifiable solely on the basis of the similarity of such affiliate's name (as may be updated by you from time to time after the date hereof in accordance with the terms of this Commitment Letter, the "***Disqualified Lenders***"); provided, that (x) Disqualified Lenders referenced in clauses (ii) and (iii) above shall not include a bona fide debt fund, investment vehicle, regulated bank entity or unregulated lending entity that is engaged in, or that advises funds or investment vehicles that are engaged in, making, purchasing, holding or otherwise investing in commercial loans, debt securities and similar extensions of credit or securities in the ordinary course of business which is managed, sponsored or advised by any person controlling, controlled by or under common control with any competitor of you, the Target and your and their respective Subsidiaries or any affiliate of such competitor, but with respect to which no personnel involved with any investment in such person (other than a limited number of senior employees in connection with internal legal, compliance, risk management or credit practices) directly or indirectly makes, has the right to make or participates with others in making any investment decisions with respect to such debt fund, investment vehicle, regulated bank entity or unregulated lending entity, and (y) any supplementations shall not apply retroactively to disqualify any parties that have previously acquired an assignment or participation interest in the Credit Facilities.

Notwithstanding anything to the contrary contained in this Commitment Letter, the Fee Letter or any other letter agreement to the contrary, we agree that the Initial Lenders' commitments hereunder are not conditioned upon the syndication of, or receipt of commitments in respect of, the Credit Facilities, and in no event shall the commencement or successful completion of syndication of the Credit Facilities, constitute a condition to the availability of the Credit Facilities on the Closing Date. The Lead Arrangers intend to commence syndication efforts promptly upon the execution of this Commitment Letter and as part of its syndication efforts, it is the intent of the Lead Arrangers to have Lenders commit to the Credit Facilities prior to the Closing Date (subject to the limitations set forth in the preceding paragraph). Until the earlier of the date upon which a Successful Syndication (as defined in the Fee Letter) has been

completed and the day that is 30 days following the Closing Date (such earlier date, the "***Syndication Date***"), you agree to actively assist (and, to the extent practical and appropriate and not in contravention of the Merger Agreement to use your commercially reasonable efforts to cause the Target to actively assist) in completing a timely syndication of the Credit Facilities that is reasonably satisfactory to the Lead Arrangers and you. Such assistance shall include, without limitation, (a) your using commercially reasonable efforts to ensure that any syndication efforts benefit materially from your existing lending and investment banking relationships, (b) direct contact between appropriate members of your senior management, certain representatives and certain advisors of you, on the one hand, and the proposed Lenders, on the other hand (and to the extent practical and appropriate and not in contravention of the Merger Agreement, your using commercially reasonable efforts to ensure such contact between appropriate members of the senior management of the Target, on the one hand, and the proposed Lenders, on the other hand), in all such cases at times and locations mutually agreed upon, (c) your assistance (including, to the extent practical and appropriate and not in contravention of the Merger Agreement, the use of commercially reasonable efforts to cause the Target to assist) in the preparation and delivery of the Information Materials to be used in connection with the syndication, (d) the hosting, with the Lead Arrangers, of one meeting (or conference call in lieu of any such meeting) to be mutually agreed upon of prospective Lenders at a reasonable time and location to be mutually agreed upon (and, to the extent practical and appropriate and not in contravention of the Merger Agreement, your using commercially reasonable efforts to cause certain officers of the Target to be available for such meetings), (e) your using commercially reasonable efforts to provide prior to the launch of syndication of the Credit Facilities, customary pro forma projections of Holdings and its subsidiaries (including, for the avoidance of doubt, the Target and its subsidiaries) for fiscal year 2021 and for each fiscal year thereafter during the term of the Credit Facilities (the "***Projections***") and (f) prior to the Syndication Date (or, if later, the Closing Date), there being no competing issues, offerings, placements or arrangements of debt securities or commercial bank or other credit facilities by or on behalf of you, the Borrowers or any of your or its subsidiaries (and, prior to the Closing Date, to the extent practical and appropriate and not in contravention of the Merger Agreement, your using commercially reasonable efforts to ensure that no competing issues, offerings, placements or arrangements of debt securities or commercial bank or other credit facilities by or on behalf of the Target or any of its subsidiaries) announced, offered, placed or arranged (other than the Credit Facilities), in each case that could reasonably be expected to materially impair the primary syndication of the Credit Facilities, without the consent of the Lead Arrangers; it being agreed that the foregoing shall not apply to any debt permitted to be incurred by the Target or any of its subsidiaries under the Merger Agreement, drawings under existing revolving credit facilities or any ordinary course working capital facilities, capital leases, letters of credit, purchase money debt or equipment financings. For the avoidance of doubt (but without limiting your obligations to assist with syndication efforts as set forth herein), none of the foregoing shall constitute a condition to the commitments of the Commitment Parties hereunder or the funding of the Facilities on the Closing Date. Notwithstanding anything to the contrary in the foregoing, the only Projections, financial statements and other financial information that shall be required to be provided to the Lead Arrangers shall be the Projections, financial statements and other financial information already provided as of the date hereof, or required to be delivered pursuant to paragraphs __and __ of Exhibit C attached hereto.

The Lead Arrangers, in their capacities as such, will manage, in consultation with you, all aspects of any syndication of the Credit Facilities, including decisions as to the selection of institutions to be approached (excluding Disqualified Lenders) and when they will be approached, when their commitments will be accepted, which institutions will participate (excluding Disqualified Lenders) (subject to your consent, not to be unreasonably withheld, conditioned or delayed), the allocation of the commitments among the Lenders and the amount and distribution of fees among the Lenders. For the avoidance of doubt, you will not be required to provide any information to the extent that the provision thereof would

violate any law, rule or regulation, or any obligation of confidentiality binding on, or waive any privilege that may be asserted by, you, the Target or your or its respective affiliates; *provided* that, at the request of the Lead Arrangers, to the extent practical and appropriate and not in contravention of the Merger Agreement, you shall use commercially reasonable efforts to obtain the relevant consents under such obligations of confidentiality to allow for the provision of such information.

You hereby acknowledge that (a) the Lead Arrangers will make available Information (as defined below), Projections and other customary offering and marketing material and presentations, including customary confidential information memoranda (the "***Information Memorandum***") to be used in connection with the syndication of the Credit Facilities (such Information, Projections, other customary offering and marketing material and the Information Memorandum, collectively, with the Term Sheet, the "***Information Materials***") on a confidential basis to the proposed syndicate of Lenders by posting the Information Materials on Intralinks, Debt X, SyndTrak Online or by similar electronic systems and (b) certain of the Lenders may be "public side" Lenders (i.e. Lenders that have personnel who do not wish to receive material non-public information (within the meaning of U.S. federal and state securities law, "***MNPI***") with respect to you, your subsidiaries, the Target or your, your subsidiaries' or its respective securities and who may be engaged in investment and other market related activities with respect to you, your subsidiaries, the Target or your, your subsidiaries' or its respective securities) (each, a "***Public Sider***" and each Lender that is not a Public Sider, a "***Private Sider***"). You will be solely responsible for the contents of the Information Materials and each of the Lead Arrangers shall be entitled to use and rely upon the information contained therein without responsibility for the independent verification thereof. Each of the Lead Arrangers shall be entitled to use and rely upon the information contained therein without responsibility for independent verification thereof. For the avoidance of doubt (but without limiting your obligations to assist with syndication efforts as set forth herein), none of the foregoing shall constitute a condition to the commitments of the Commitment Parties hereunder or the funding of the Credit Facilities on the Closing Date.

At the reasonable request of the Lead Arrangers, you agree to assist (and, to the extent not in contravention of the Merger Agreement, to use commercially reasonable efforts to cause the Target to assist) us in preparing an additional version of the Information Materials to be used in connection with the syndication of the Credit Facilities that consists exclusively of information or documentation that is either (x) publicly available or of a type that would be publicly available (or could be derived from publicly available information) if you, the Target or any of your or its respective subsidiaries were public reporting companies or (y) not material with respect to you, the Target or any of your or its respective subsidiaries for the purpose of U.S. federal and state securities laws to be used by Public Siders (as determined by you in good faith and shall have been marked by you as "PUBLIC"). It is understood that in connection with your assistance described above, customary authorization letters will be included in any Information Memorandum authorizing the distribution of such information marked with "PUBLIC" as described in this paragraph to prospective Lenders and containing (i) a customary "10b-5" representation with respect to the information set forth therein consistent with the "10b-5" representation set forth in Section 4 of this Commitment Letter and (ii) a representation that the additional versions of the Information Memorandum do not include any MNPI about you, the Target, your or its subsidiaries or your or its securities. In addition, the Information Memorandum shall contain provisions in the "Notice and Undertaking by Recipients" section that exculpate you with respect to any liability related to the use or misuse of, and each Lead Arranger and its affiliates with respect to any liability related to the use or misuse of, the contents of the Information Memorandum or related offering and marketing materials by the recipients thereof. Before distribution of any Information Materials, you agree to use commercially reasonable efforts to identify that portion of the Information Materials that may be distributed to Public Siders, which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first

page thereof. By marking Information Materials as "PUBLIC", you shall be deemed to have authorized the Lead Arrangers and the proposed Lenders to treat such Information Materials as not containing any MNPI (it being understood that you shall not be under any obligation to mark the Information Materials "PUBLIC").

You acknowledge and agree that the following documents may be distributed to both Private Siders and Public Siders to the extent you shall have been given a reasonable opportunity to review such documents prior to their distribution unless you advise the Lead Arrangers in writing (including by email) within a reasonable time prior to their intended distribution that such materials should only be distributed to Private Siders or otherwise contain private information: (a) administrative materials prepared by the Lead Arrangers for prospective Lenders (such as a lender meeting invitation, bank allocation, if any, and funding and closing memoranda), (b) the Term Sheet (including a customary marketing version of the Term Sheet) and notification of changes in the Credit Facilities' terms and conditions and (c) drafts and final versions of the Credit Facilities Documentation (as defined below). If you advise us in writing (including by email), within a reasonable period of time prior to dissemination, that any of the foregoing should be distributed only to Private Siders, then Public Siders will not receive such materials without your consent.

4. Information.

You hereby represent and warrant that (to your knowledge with respect to information relating to the Target and its subsidiaries): (a) all written information and written data other than the Projections, budgets, estimates and other forward-looking information (other than information of a general economic or general or specific industry nature) that has been or will be made available to any Commitment Party, directly or indirectly, by you, or by any of your representatives in connection with the transactions contemplated hereby for use in evaluating such transactions (the "***Information***"), when taken as a whole, does not and will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (giving effect to all supplements and updates thereto) and (b) the Projections have been or will be prepared in good faith based upon assumptions that are believed by you to be reasonable at the time such Projections are so furnished; it being understood that the Projections are as to future events and are not to be viewed as facts, the Projections are subject to significant uncertainties and contingencies, many of which are beyond your control, that no assurance can be given that any particular Projections will be realized and that actual results during the period or periods covered by any such Projections may differ significantly from the projected results and such differences may be material. You agree that, if at any time prior to the Syndication Date (or, if later, the Closing Date), you become aware that any of the representations and warranties in the preceding sentence would be incorrect in any material respect if the Information and the Projections were being furnished, and such representations and warranties were being made, at such time, then you will (or, with respect to Information or Projections with respect to the Target or any of its subsidiaries, subject to any applicable limitations on your rights under the Merger Agreement, you will use your commercially reasonable efforts to) promptly supplement or cause to be supplemented the Information and such Projections such that (and to your knowledge with respect to the Target and its subsidiaries) such representations and warranties are correct in all material respects under those circumstances at such time. In arranging and syndicating the Credit Facilities, the Lead Arrangers (a) will be entitled to use and rely primarily on the Information and the Projections contained in the Information Memorandum without responsibility for independent verification thereof and (b) do not assume responsibility for the accuracy or completeness of the Information or the Projections. Notwithstanding anything to the contrary contained in this Commitment Letter or the Fee Letter, none of the making of any

representation under this Section 4, the making of any supplementation thereof, or the accuracy of any such representation shall constitute a condition precedent to the availability and initial funding of the Credit Facilities on the Closing Date.

5. Fees.

As consideration for the commitments of the Initial Lenders hereunder and for the agreement of the Lead Arrangers to perform the services described herein, you agree to pay (or cause to be paid) the fees set forth in the Term Sheet and in the Fee Letter dated the date hereof among you and the Initial Lenders (the "***Fee Letter***") to the extent, on the terms and subject to the conditions expressly set forth therein. Once paid, such fees shall not be refundable under any circumstances.

6. Conditions.

The commitments of the Initial Lenders hereunder to fund the Credit Facilities on the Closing Date and the agreements of the Lead Arrangers to perform the services described herein are subject only to the conditions precedent set forth in the Section entitled "Conditions Precedent to Borrowings and Issuances on the Closing Date" in Exhibit B hereto, and upon satisfaction (or waiver by the Initial Lenders) of such conditions, the initial funding of the Credit Facilities shall occur (it being understood that there are no other conditions (implied or otherwise) to the commitments hereunder (including compliance with the terms of this Commitment Letter, the Fee Letter and the Credit Facilities Documentation).

7. Indemnity.

To induce the Commitment Parties to enter into this Commitment Letter and the Fee Letter and to proceed with the Credit Facilities Documentation, you agree (a) to indemnify and hold harmless each Commitment Party, their respective affiliates and the respective officers, directors, employees, members, partners, managers, investment managers, controlling persons, agents and other representatives of each of the foregoing and their respective successors and permitted assigns (each, an "***Indemnified Person***"), from and against any and all losses, claims, damages and liabilities and reasonable and documented or invoiced out-of-pocket expenses (including legal fees and expenses as set forth below), joint or several, to which any such Indemnified Person may become subject to the extent arising out of, resulting from or in connection with, this Commitment Letter, the Fee Letter, the Transactions or any related transaction contemplated hereby, the Credit Facilities or any use of the proceeds thereof or any claim, litigation, investigation or proceeding (including any inquiry or investigation) relating to any of the foregoing (any of the foregoing, a "***Proceeding***"), regardless of whether any such Indemnified Person is a party thereto, whether or not such Proceedings are brought by you, the Target, your or its equity holders, affiliates, creditors or any other third person, and within 30 days following written demand therefor (together with reasonable backup documentation supporting such reimbursement) to reimburse each such Indemnified Person for any reasonable and documented or invoiced out-of-pocket legal expenses of one firm of counsel for all such Indemnified Persons, taken as a whole and, if reasonably necessary, of a single local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions) for all such Indemnified Persons, taken as a whole, and, solely in the case of an actual or perceived conflict of interest, one additional counsel in each applicable jurisdiction to each group of similarly situated Indemnified Persons affected by such conflict) and other reasonable and documented invoiced out-of-pocket expenses incurred in connection with investigating, preparing to defend or defending against, or participating in, any of the foregoing; provided that the foregoing indemnity will not, as to any Indemnified Person, apply to losses, claims, damages, liabilities, or related expenses to the

extent that they have resulted from (i) the willful misconduct, bad faith or gross negligence of such Indemnified Person or any of its Related Indemnified Persons (as defined below) (as determined by a court of competent jurisdiction in a final and non-appealable decision), (ii) a material breach of the obligations of such Indemnified Person or any of its Related Indemnified Persons under this Commitment Letter, the Term Sheet, the Fee Letter or the Credit Facilities Documentation (as determined by a court of competent jurisdiction in a final and non-appealable decision), or (iii) disputes solely between and among Indemnified Persons to the extent such disputes do not arise from any act or omission of you, the Borrowers or any of your or its affiliates (other than claims against an Indemnified Person acting in its capacity as an agent or arranger or similar role under the Credit Facilities) and (b) to the extent that the Closing Date occurs, on the Closing Date (to the extent an invoice therefor is received by the Invoice Date) or, if invoiced after the Invoice Date, within 30 days of receipt of an invoice therefor, to reimburse each Commitment Party from time to time, for all reasonable and documented out-of-pocket expenses, syndication expenses (if applicable), travel expenses and reasonable fees, disbursements and other charges of a single counsel to the Commitment Parties, identified in the Term Sheet and of a single local counsel to the Commitment Parties, taken as a whole, in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions)), in each case incurred in connection with the Credit Facilities and the preparation, negotiation and enforcement of this Commitment Letter, the Fee Letter, the Credit Facilities Documentation and any security arrangements in connection therewith (the foregoing clause (b), collectively, the "***Expenses***"). The foregoing provisions in this paragraph shall be superseded in each case thereby, by the applicable provisions contained in the Credit Facilities Documentation upon execution thereof and thereafter shall have no further force and effect.

For purposes hereof, a "***Related Indemnified Person***" of an Indemnified Person means (1) any controlling person or controlled affiliate of such Indemnified Person, (2) the respective directors, officers partners, members or employees of such Indemnified Person or any of its controlling persons or controlled affiliates and (3) the respective agents or representatives of such Indemnified Person or any of its controlling persons or controlled affiliates, in the case of this clause (3), acting on behalf or at the instructions of such Indemnified Person, controlling person, or such controlled affiliate; provided that each reference to a controlled affiliate, controlled person, director, officer or employee in this sentence pertains to a controlled affiliate, controlling person, director, officer or employee involved in the structuring, arrangement, negotiation or syndication of the Credit Facilities.

Notwithstanding any other provision of this Commitment Letter, (i) no Indemnified Person shall be liable for any damages arising from the use by others of information or other materials obtained through internet, electronic, telecommunications or other information transmission systems, except to the extent that such damages have resulted from the willful misconduct, bad faith or gross negligence of such Indemnified Person or any of its Related Indemnified Person as determined by a final, non-appealable judgment of a court of competent jurisdiction and (ii) without in any way limiting the indemnification obligations set forth above, none of us, you, the Borrowers, any Indemnified Person or any affiliate of any of the foregoing, any officer, director, employee, agent, controlling person, advisor or other representative of the foregoing or any successor or permitted assign of any of the foregoing shall be liable for any indirect, special, punitive or consequential damages (including, without limitation, any loss of profits, business or anticipated savings) in connection with this Commitment Letter, the Fee Letter, the Transactions (including the Credit Facilities and the use of proceeds thereunder), or with respect to any activities related to the Credit Facilities, including the preparation of this Commitment Letter, the Fee Letter and the Credit Facilities Documentation; provided, that nothing in this paragraph shall limit your indemnification and reimbursement obligations expressly set forth herein to the extent such damages are part of a third party claim in connection with which such Indemnified Person is entitled to indemnification or reimbursement hereunder.

You shall not be liable for any settlement of any Proceeding effected without your consent (which consent shall not be unreasonably withheld, conditioned or delayed), but if settled with your consent or if there is a judgment by a court of competent jurisdiction in any such Proceeding, you agree to indemnify and hold harmless each Indemnified Person from and against any and all losses, claims, damages, liabilities, obligations, penalties, actions, judgments, suits and expenses by reason of such settlement or judgment in accordance with the other provisions of this Section 7.

You shall not, without the prior written consent of any Indemnified Person (which consent shall not be unreasonably withheld, conditioned or delayed), effect any settlement of any pending or threatened Proceeding in respect of which indemnity could have been sought hereunder by such Indemnified Person unless such settlement (i) includes an unconditional release of such Indemnified Person, in form and substance reasonably satisfactory to such Indemnified Person, from all liability or claims that are the subject matter of such Proceeding, and (ii) does not include any statement as to or any admission of fault, culpability, wrongdoing or a failure to act by or on behalf of any Indemnified Person.

8. Sharing of Information, Absence of Fiduciary Relationships, Affiliate Activities.

You acknowledge that the Commitment Parties and their respective affiliates may be providing debt financing, equity capital or other services (including, without limitation, financial advisory services) to other persons in respect of which you, the Borrower and your and its respective affiliates may have conflicting interests regarding the transactions described herein and otherwise. None of the Commitment Parties or their respective affiliates will use confidential information obtained from you by virtue of the transactions contemplated by this Commitment Letter or their other relationships with you in connection with the performance by them or their respective affiliates of services for other persons, and none of the Commitment Parties or their respective affiliates will furnish any such information to other persons, except to the extent permitted below. You also acknowledge that none of the Commitment Parties or their respective affiliates has any obligation to use in connection with the transactions contemplated by this Commitment Letter, or to furnish to you, confidential information obtained by them from other persons.

As you know, certain of the Commitment Parties may be full service securities firms engaged, either directly or through their respective affiliates, in various activities, including securities trading, commodities trading, investment management, financing and brokerage activities and financial planning and benefits counseling for both companies and individuals. In the ordinary course of these activities, certain of the Commitment Parties and their respective affiliates may actively engage in commodities trading or trade the debt and equity securities (or related derivative securities) and financial instruments (including bank loans and other obligations) of you, the Borrower and other companies which may be the subject of the arrangements contemplated by this Commitment Letter for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities. Certain of the Commitment Parties or their respective affiliates may also co-invest with, make direct investments in, and invest or co-invest client monies in or with funds or other investment vehicles managed by other parties, and such funds or other investment vehicles may trade or make investments in securities of you, the Borrower or other companies which may be the subject of the arrangements contemplated by this Commitment Letter or engage in commodities trading with any thereof.

The Commitment Parties and their respective affiliates may have economic interests that conflict with those of you or the Borrower. You agree that the Commitment Parties will act under this Commitment Letter as independent contractors and that nothing in this Commitment Letter or the Fee Letter will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied

duty between the Commitment Parties and you, the Borrower, your and its respective equity holders or your and their respective affiliates with respect to the transactions contemplated by this Commitment Letter. You acknowledge and agree that (i) the transactions contemplated by this Commitment Letter and the Fee Letter are arm's-length commercial transactions between the Commitment Parties and, if applicable, their affiliates, on the one hand, and you and, if applicable, your affiliates, on the other, (ii) in connection with the transactions contemplated hereby and with the process leading to such transaction, each Commitment Party and its applicable affiliates (as the case may be) has been, is or will be acting solely as a principal and not as agents or fiduciaries of you, the Borrower, your and its management, equity holders, creditors, affiliates or any other person, (iii) the Commitment Parties and their applicable affiliates (as the case may be) have not assumed an advisory or fiduciary responsibility or any other obligation in favor of you or your affiliates with respect to the transactions contemplated hereby or the process leading thereto (irrespective of whether the Commitment Parties or any of their respective affiliates have advised or are currently advising you or the Borrower on other matters) except the obligations expressly set forth in this Commitment Letter and the Fee Letter and (iv) you have consulted your own legal, tax and financial advisors to the extent you deemed appropriate. You further acknowledge and agree that you are responsible for making your own independent judgment with respect to such transactions and the process leading thereto. You agree that you will not claim that the Commitment Parties or their applicable affiliates, as the case may be, have rendered advisory services of any nature or respect, or owe a fiduciary or similar duty to you or your affiliates, in connection with such transaction or the process leading thereto. You further acknowledge and agree that the Commitment Parties and their respective affiliates do not provide tax, accounting or legal advice.

You acknowledge that Truist Bank and/or one of its affiliates currently is acting as administrative agent, lead arranger, bookrunner and/or a lender under the Existing Credit Agreement (as defined in Exhibit A) and your and your subsidiaries' rights and obligation under any other agreement with Truist Bank (including the Existing Credit Agreement) that currently or hereafter may exist are, and shall be, separate and distinct from the rights and obligations of the parties pursuant to this Commitment Letter, and none of such rights and obligations under such other agreements shall be affected by Truist Bank's performance or lack of performance of services hereunder. You hereby agree that Truist Bank may render its services under this Commitment Letter notwithstanding of any actual or potential conflict of interest presented by the foregoing, and you agree that you will not claim any conflict of interest relating to the relationship between Truist Bank and you and your affiliates in connection with the commitment and services contemplated hereby, on the one hand, and the exercise by Truist Bank or any of its affiliates of any of its rights and duties under any credit agreement or other agreement (including the Existing Credit Agreement), on the other hand. The terms of this paragraph shall survive the expiration or termination of the Commitment Letter for any reason whatsoever.

9. Confidentiality.

You agree that you will not disclose, directly or indirectly, the Fee Letter and the contents thereof, this Commitment Letter and the contents hereof to any person or entity without prior written approval of the Lead Arrangers (such approval not to be unreasonably withheld or delayed), except (a) to your officers, directors, agents, employees, attorneys, accountants, advisors, controlling persons or equity holders on a confidential and need-to-know basis, (b) to Ares Capital Management LLC and Ares Alternative Credit Management, LLC, in their capacity as managers to the funds and accounts providing the Preferred Stock Facility, and their officers, directors, agents, attorneys and other advisors in connection therewith, (c) if the Commitment Parties consent in writing to such proposed disclosure, (d) pursuant to the order of any court or administrative agency in any pending legal, judicial or administrative proceeding, or otherwise as required by applicable law, regulation or compulsory legal process or to the

extent requested or required by governmental and/or regulatory authorities, in each case based on the reasonable advice of your legal counsel (in which case you agree, to the extent practicable and not prohibited by applicable law, to inform us promptly thereof prior to disclosure) or (e) to the extent reasonably necessary or advisable in connection with the exercise of any remedy or enforcement of any right under this Commitment Letter and/or the Fee Letter; provided that (i) you may disclose this Commitment Letter and/or the Fee Letter (so long as the Fee Letter is redacted in a customary manner reasonably satisfactory to the Lead Arrangers) and the contents hereof to the Target, its subsidiaries and their respective officers, directors, agents, employees, attorneys, accountants, advisors, or controlling persons or equity holders, on a confidential and need-to-know basis, (ii) you may disclose the Commitment Letter and its contents (but not the Fee Letter or the contents thereof) in connection with any public filing relating to the Transactions, (iii) you may disclose the Term Sheet and the contents thereof, to potential Lenders and, in each case, their officers, directors, agents, employees, attorneys, accountants, advisors, on a confidential basis, (iv) after your acceptance hereof, this Commitment Letter and the Fee Letter may be shared (in consultation with the Lead Arrangers) with potential Additional Arrangers on a confidential basis and (v) you may disclose the aggregate fee amount contained in the Fee Letter as part of Projections, pro forma information or a generic disclosure of aggregate sources and uses related to fee amounts related to the Transactions to the extent customary or required in offering and marketing materials for the Credit Facilities or in any public filing relating to the Transactions.

The Commitment Parties and their affiliates will use all confidential and other non-public information provided to them or such affiliates by or on behalf of you hereunder or in connection with the Acquisition and the related Transactions solely for the purpose of providing the services which are the subject of this Commitment Letter and negotiating, evaluating and consummating the Transactions and shall treat confidentially all such information and shall not publish, disclose or otherwise divulge, such information; provided that nothing herein shall prevent the Commitment Parties and their Representatives (as defined below) from disclosing any such information (a) pursuant to the order of any court or administrative agency or in any pending legal, judicial or administrative proceeding, or otherwise as required by applicable law, subpoena or compulsory legal process based on the advice of counsel (in which case the Commitment Parties agree (except with respect to any audit or examination conducted by bank accountants or regulatory or self-regulatory authority exercising routine examination or regulatory authority), to the extent practicable and not prohibited by applicable law, to inform you promptly thereof prior to such disclosure), (b) upon the request or demand of any regulatory or self-regulatory authority having or purporting to have jurisdiction over the Commitment Parties or any of their respective Representatives (in which case the Commitment Parties agree (except with respect to any audit or examination conducted by bank accountants or any regulatory or self-regulatory authority exercising examination or regulatory authority), to the extent practicable and not prohibited by applicable law, to inform you promptly thereof prior to disclosure), (c) to the extent that such information becomes publicly available other than by reason of disclosure by such Commitment Parties or any of their affiliates or any related parties thereto in violation of any confidentiality obligations owing to you, the Borrower or any of your or its respective affiliates (including those set forth in this paragraph), (d) to the extent that such information is received by the Commitment Parties from a third party that is not, to such Commitment Parties' knowledge, subject to contractual or fiduciary confidentiality obligations owing to you, the Target or any of your or its respective affiliates or related parties, (e) to the extent that such information is independently developed by the Commitment Parties without the use of any confidential information or any other information obtained in a manner that would otherwise violate the terms of this Commitment Letter, (f) to the Commitment Parties' affiliates and to its and their respective directors, officers, members, partners, managers, controlling persons, investment managers, financing sources, employees, legal counsel, independent auditors, attorneys, professionals, trustees, custodians and other experts or agents (collectively, together with their respective successors and permitted assigns, the

"***Representatives***") who need to know such information in connection with the Transactions and are informed of the confidential nature of such information and have been advised of their obligation to keep such information confidential, provided that such Commitment Party shall be responsible for its affiliates' and its and their directors, officers, financing sources, employees, legal counsel, independent auditors, professionals and other experts or agents compliance with this paragraph; provided further that unless you otherwise consent (such consent not to be unreasonably withheld, conditioned or delayed), no such disclosure shall be made by the Commitment Parties, their respective affiliates or any of its or their respective directors, officers, financing sources, employees, legal counsel, independent auditors, professionals and other experts or agents working on the financing contemplated by this Commitment Letter to (x) any affiliates or directors, officers, employees, legal counsel, independent auditors, professionals and other experts or agents of the Commitment Parties that are engaged as principals primarily in private equity or venture capital (other than, in each case, such persons engaged by the Borrower as part of the Borrower's transaction, senior employees who are required, in accordance with industry regulations or the applicable Commitment Party's internal policies and procedures, to act in a supervisory capacity and the applicable Commitment Party's internal legal, compliance, risk management, credit or investment commitment members) (collectively, the "***Excluded Parties***") or (y) Disqualified Lenders, (g) to potential or prospective Lenders, participants or assignees and to any direct or indirect contractual counterparty to any swap or derivative transaction relating to you or any of your subsidiaries, in each case who agree to be bound by the terms of this paragraph (or language substantially similar to this paragraph); provided that the disclosure of any such information to any Lenders or prospective Lenders or participants or assignees or prospective participants or assignees referred to above shall be made subject to the acknowledgment and acceptance by such Lender or assignee or prospective Lender or participant or prospective assignee or participant that such information is being disseminated on a confidential basis (on substantially the terms set forth in this paragraph or as is otherwise reasonably acceptable to you and each Commitment Party, including, without limitation, as agreed in any Information Materials or other marketing materials) in accordance with the standard syndication processes of such Commitment Party or customary market standards for dissemination of such type of information which shall in any event require "click through" or other affirmative action on the part of the recipient to access such confidential information, acknowledging its confidentiality obligations in respect thereof consistent with the foregoing, (h) in connection with the exercise of any remedy or enforcement of any right under this Commitment Letter and/or the Fee Letter, (i) for purposes of establishing a "due diligence" defense in any legal proceeding or (j) with your prior written consent. The Lead Arrangers shall be permitted to place customary advertisements in financial and other newspapers and periodicals or on a home page or similar place for dissemination of customary information on the Internet or worldwide web as the Lead Arrangers may choose, and circulate similar promotional materials, in the form of a "tombstone" or otherwise describing the names of the Borrower and its affiliates (or any of them), and the amount, type and closing date of the transactions contemplated hereby. The Commitment Parties' and their affiliates', if any, obligations under this paragraph shall terminate automatically and be superseded by the confidentiality provisions in the Credit Facilities Documentation upon the initial funding thereunder; provided that, in any event, the provisions of this paragraph shall automatically terminate on the first anniversary of the date hereof. Additionally, you acknowledge and agree that the Lead Arrangers and their Representatives may provide to industry trade organizations information with respect to all or any part of the Credit Facilities that is customary for inclusion in league table measurements.

10. Miscellaneous.

This Commitment Letter, the Fee Letter and the commitments hereunder shall not be assignable by any party hereto (other than pursuant to Section 2 hereof) without the prior written consent of each other party hereto (and any attempted assignment without such consent shall be null and void) This

Commitment Letter and the commitments hereunder are intended to be solely for the benefit of the parties hereto and their successors and permitted assigns (and Indemnified Persons) and are not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and their successors and permitted assigns (and Indemnified Persons) and are not intended to create a fiduciary relationship among the parties hereto. Subject to the limitations set forth in Section 3 above, the Commitment Parties reserve the right to employ the services of their affiliates or branches in providing services contemplated hereby (it being understood that we will not thereby be relieved of any of our obligations hereunder with respect to such services prior to the initial funding under the Credit Facilities) and to allocate, in whole or in part, to their affiliates or branches certain fees payable to the Commitment Parties in such manner as the Commitment Parties and their affiliates or branches may agree in their sole discretion and, to the extent so employed, such affiliates and branches shall be entitled to the benefits and protections afforded to, and subject to the provisions governing the conduct of, the Commitment Parties hereunder. Each Commitment Party shall be liable solely in respect of its own commitment to the Credit Facilities, on a several, and not joint, basis with any other Initial Lender. This Commitment Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of the Commitment Parties and you. This Commitment Letter may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Commitment Letter by facsimile transmission or other electronic transmission (e.g., a "pdf" or "tif") shall be effective as delivery of a manually executed counterpart hereof. The words "execution," "execute," "signed," "signature," and words of like import in or related to this Commitment Letter, the Fee Letter or any other document to be signed in connection with this Commitment Letter, the Fee Letter and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Commitment Parties, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act *provided* that notwithstanding anything contained herein to the contrary, the Commitment Parties are under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by such Commitment Party pursuant to procedures approved by it. This Commitment Letter, together with the Fee Letter, (i) are the only agreements that have been entered into among the parties hereto with respect to the Credit Facilities and (ii) supersede all prior and/or contemporaneous understandings, whether written or oral, among you and us with respect to the Credit Facilities and sets forth the entire understanding of the parties hereto with respect thereto. THIS COMMITMENT LETTER AND THE FEE LETTER AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER, INCLUDING THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF OR THEREOF, AND WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Each of the parties hereto agrees that (i) this Commitment Letter is a valid and binding and enforceable agreement with respect to the subject matter contained herein (it being acknowledged and agreed that the commitments provided hereunder are subject to applicable conditions precedent, as set forth herein) and (ii) the Fee Letter are legally valid and binding agreements of the parties thereto with respect to the subject matter set forth therein, in each case, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by

proceedings in equity or at law). Reasonably promptly after the execution of this Commitment Letter, the parties hereto shall proceed with the negotiation in good faith of the Credit Facilities Documentation as soon as reasonably practicable for the purpose of executing and delivering the Credit Facilities Documentation substantially simultaneously with the consummation of the Refinancing.

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS COMMITMENT LETTER OR THE FEE LETTER OR THE PERFORMANCE OF SERVICES HEREUNDER OR THEREUNDER.

Each of the parties hereto hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction of any New York State court or federal court of the United States of America sitting in New York County, and any appellate court thereof, in any action or proceeding arising out of or relating to this Commitment Letter, the Fee Letter or the transactions contemplated hereby or thereby, or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such action or proceeding shall only be heard and determined in such New York State court or, to the extent permitted by law, in such federal court, (b) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Commitment Letter, the Fee Letter or the transactions contemplated hereby or thereby in any New York State or in any such federal court, (c) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court and (d) agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties hereto agrees that service of process, summons, notice or document by registered mail addressed to you or us at the addresses set forth above shall be effective service of process for any suit, action or proceeding brought in any such court.

We hereby notify you that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001) (as amended, the "***PATRIOT Act***") and 31 C.F.R. §1010.230 (as amended, the "***Beneficial Ownership Regulation***"), each of us and each of the Initial Lenders may be required to obtain, verify and record information that identifies the Borrowers and the Guarantors, which information may include their names, addresses, tax identification numbers and other information that will allow each of us and the Initial Lenders to identify the Borrowers and the Guarantors in accordance with the PATRIOT Act and the Beneficial Ownership Regulation. This notice is given in accordance with the requirements of the PATRIOT Act and is effective for each of us and the Initial Lenders. You hereby acknowledge and agree that we shall be permitted to share any and all such information with the Initial Lenders.

This paragraph and the indemnification, compensation (and fee provisions contained in the Fee Letter), reimbursement, jurisdiction, governing law, venue, waiver of jury trial, syndication, information and confidentiality provisions contained herein and in the Fee Letter and the provisions of Section 8 hereof, shall remain in full force and effect regardless of whether Credit Facilities Documentation shall be executed and delivered and notwithstanding the termination or expiration of this Commitment Letter or the Initial Lenders' commitments hereunder; provided that your obligations under this Commitment Letter (other than your understanding and agreements regarding no agency or fiduciary duty and your obligations with respect to (a) assistance to be provided in connection with the syndication thereof (including as it relates to the "market flex" provisions of the Fee Letter), (b) information (including supplementation and/or correcting Information and Projections), (c) compensation and expense

reimbursement and (d) confidentiality of this Commitment Letter, the Fee Letter and the contents hereof and thereof) shall automatically terminate and be superseded by the provisions of the Credit Facilities Documentation upon the initial funding thereunder and the payment of all amounts owing at such time hereunder and under the Fee Letter, and you shall automatically be released from all liability in connection therewith at such time. You may terminate this Commitment Letter and/or the Initial Lenders' commitments with respect to the Credit Facilities hereunder on a ratable basis in accordance with paragraph 1 of Exhibit C at any time, subject to the provisions of the Fee Letter and the preceding sentence.

Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Commitment Letter.

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms of this Commitment Letter and of the Fee Letter by returning to the Commitment Parties, executed counterparts hereof and of the Fee Letter not later than 5:00 p.m., New York City time on March 12, 2021 (the "***Countersign Date***"). The Initial Lenders' respective commitments and the obligations of the Lead Arrangers hereunder will expire at such time in the event that the Commitment Parties have not received such executed counterparts in accordance with the immediately preceding sentence prior to the Deadline. If you do so execute and deliver to us this Commitment Letter and the Fee Letter, we agree to hold our commitment available for you until the earlier of (x) 5:00 p.m., New York City time, on February 28, 2022 and (y) the termination of the Merger Agreement. Upon the occurrence of any of the events referred to in the preceding sentence, this Commitment Letter and the commitments of each of the Commitment Parties hereunder and the agreement of the Lead Arrangers to provide the services described herein shall automatically terminate unless the Commitment Parties shall, in their sole discretion, agree to an extension in writing.

[Remainder of this page intentionally left blank]

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

TRUIST BANK

By____
Name:
Title:

TRUIST SECURITIES, INC.

By____
Name:
Title:

DOC ID - 35765184.2

Accepted and agreed to as of

the date first above written:

PRIORITY HOLDINGS, LLC

By_____

Name:
Title:

Project Warrior

Transaction Description

Capitalized terms used but not defined in this Exhibit A shall have the meanings set forth in the other Exhibits to the Commitment Letter to which this Exhibit A is attached (the "***Commitment Letter***") or in the Commitment Letter. In the case of any such capitalized term that is subject to multiple and differing definitions, the appropriate meaning thereof in this Exhibit A shall be determined by reference to the context in which it is used.

On the Closing Date

a) That certain Credit and Guaranty Agreement, dated as of January 3, 2017, entered into by and among Holdings, the guarantors from time to time party thereto, and Goldman Sachs Specialty Lending Group, L.P., as administrative agent and lead arranger (as amended, restated, amended and restated, modified and/or supplemented from time through the date hereof, the "***Existing Subordinated Term Loan Facility***") will be refinanced and all outstanding obligations thereunder will be repaid in full and all commitments and guaranties in connection therewith will be terminated or released (the "***Existing Subordinated Debt Refinancing***).

b) Substantially all of the existing third party indebtedness for borrowed money of the Borrowers and their respective subsidiaries under that certain Credit and Guaranty Agreement, dated as of January 3, 2017, among Pipeline Cynergy Holdings, LLC ("***PCH***"), Priority Institutional Partner Services LLC ("***Priority Institutional***"), Priority Payment Systems Holdings, LLC ("***PPSH***" or the "***Borrower Representative***", and together with PCH and Priority Investments, the "***Borrowers***" and each individually, a "***Borrower***") (as amended, modified and supplemented from time to time through the date hereof, the "***Existing Credit Agreement***") will be refinanced and repaid in full and any and all commitments, guarantees and security interests in connection therewith shall be terminated or released (the "***Existing Credit Agreement Refinancing***" and together with the Subordinated Debt Refinancing, the "***Closing Date Refinancing***").

c) The Borrowers will obtain, on a joint and several basis, senior secured credit facilities in an aggregate principal amount of approximately $630.0 million which will be comprised of (1) a senior secured first lien term loan facility in an aggregate principal amount of approximately $300.0 million, (2) a senior secured revolving credit facility in an aggregate amount equal to $40.0 million and (3) a senior secured first lien delayed draw term loan facility in an aggregate principal amount of approximately $290 million.

d) PRTH will issue senior preferred stock in an aggregate issue price equal to approximately $250,000,000, which shall be comprised of a (1) $150 million issued on the Closing Date, which shall be contributed to Holdings (the "***Closing Date Preferred Stock***"), (2) $50.0 million, issued on the DDTL Funding Date, which shall be contributed to Holdings (the "***Acquisition Preferred Stock")*** and (3) $50 million available to be issued within 18 months of the Closing Date (together with the Closing Date Preferred Stock and the Acquisition Preferred Stock, the ***"Preferred Stock Facility***").

No later than February 28, 2022, the Borrower intends to acquire via merger, directly or indirectly, all of the outstanding equity interests of the Target pursuant to the Merger Agreement (as defined below).

In connection with the foregoing, it is intended that:

e) On the DDTL Funding Date, Stone Point Capital LLC and/or its controlled affiliates (the "***Sponsor***", and together with certain members of the Target's management and certain other investors arranged by and/or designated by the Sponsor that are reasonably acceptable to the Lead Arrangers, the "***Investors***"), will roll over equity in accordance with the Merger Agreement into common equity of Priority Technology Holdings, Inc. ("***PRTH***") (the "***Equity Contribution***") in connection with the Acquisition.

f) On the DDTL Funding Date, pursuant to the Merger Agreement, dated as of the date hereof (as amended in accordance with the terms of the Commitment Letter and in effect from time to time, together with all exhibits, schedules, and disclosure letters thereto, collectively, the "***Merger Agreement***"), among **Finxera Holdings, Inc.** (the "***Target***"), PRTH, Prime Warrior Acquisition Corp., a Delaware corporation ("***Merger Sub***"), and, solely in its capacity as the Equityholder Representative, Sponsor, Merger Sub will be merged with and into the Target, with the Target continuing as the surviving entity and becoming a direct or indirect wholly owned subsidiary of Holdings (the "***Acquisition***") in accordance with the terms of the Merger Agreement.

g) On the DDTL Funding Date, substantially all of the existing third party indebtedness for borrowed money of the Target will be refinanced and repaid in full and any and all commitments, guarantees and security interests in connection therewith shall be terminated or released (the "***Target Refinancing***").

h) The proceeds of the Initial Term Loan Facility and the Closing Date Preferred Stock will be applied on the Closing Date (i) to finance the Closing Date Refinancing and (ii) pay the fees and expenses in connection with the Transactions contemplated to occur on the Closing Date (such fees and expenses, the "***Closing Date Transaction Costs***"). The proceeds of the DDTL Term Loan Facility (as defined below) and the Acquisition Preferred Stock will be applied on the DDTL Funding Date (i) to pay the consideration in connection with the Acquisition, (ii) to finance the Target Refinancing and (iii) to pay the fees and expenses incurred in connection with the Transactions occurring on the DDTL Funding Date (such fees and expenses, the "***DDTL Transaction Costs***" and, together with the Closing Date Transaction Costs, the "***Transaction Costs***").

The transactions described above (including the payment of Transaction Costs) are collectively referred to herein as the "***Transactions***".

EXHIBIT B

Project Warrior

$300.0 Million Initial Term Loan Facility
$290.0 Million Delayed Draw Term Loan Facility
$40.0 Million Revolving Credit Facility
Summary of Principal Terms and Conditions[1]

Borrowers:	Priority Holdings, LLC, a Delaware limited liability company ("***Holdings***" or the "***Borrower Representative***" and, together with any other existing and subsequently acquired or organized wholly owned domestic subsidiary of Holdings as may be mutually agreed by the Administrative Agent and Holdings, the "***Borrowers***" and each, a "***Borrower***"), on a joint and several basis.
Lead Arrangers:	Truist Securities and any other Lead Arranger appointed pursuant to the Commitment Letter will act as joint lead arrangers and joint bookrunners for the Credit Facilities (the "***Lead Arrangers***"), and will perform the duties customarily associated with such role.
Administrative Agent and Collateral Agent:	Truist Bank will act as sole administrative agent (the "***Administrative Agent***") and sole collateral agent (the "***Collateral Agent***") under the Credit Facilities.
Lenders:	Such banks, financial institutions and other lenders (including the Initial Lenders, the "***Lenders***") selected by the Lead Arrangers in consultation with (and reasonably acceptable to) the Borrowers (but excluding any Disqualified Lenders).
Transactions:	As set forth in Exhibit A to the Commitment Letter.

[1] All capitalized terms used but not defined herein shall have the meaning given them in the Commitment Letter to which this Term Sheet is attached, including Exhibit A thereto.

Purpose/Use of Proceeds:	Initial Term Loan Facility: Proceeds of the Initial Term Loan Facility (as defined below), together with the proceeds of Closing Date Preferred Stock, the Revolving Credit Facility (to the extent permitted under the heading "Availability" below) will be used to (i) finance the Closing Date Refinancing and (ii) pay the Closing Date Transaction Costs. DDTL Term Loan Facility: Proceeds of the DDTL Term Loan Facility (as defined below), together with the proceeds of the Acquisition Preferred Stock and the Equity Contribution will be used to (i) pay the consideration in connection with the Acquisition, (ii) finance the Target Refinancing and (iii) pay the DDTL Transaction Costs. Revolving Credit Facility: Proceeds of the Revolving Credit Facility (as defined below) will be used to finance a portion of the Transaction Costs (to the extent permitted under the heading "Availability" below) and for ongoing working capital, capital expenditures and general corporate requirements, including letters of credit issuance and the funding of Permitted Acquisitions (as defined below), other permitted investments or any other transaction permitted under the Credit Documents. Incremental Facilities: Proceeds will be available for working capital and general corporate requirements, including Permitted Acquisitions, other permitted investments, capital expenditures, associated costs and expenses, permitted restricted payments or any other transaction permitted under the Credit Documents.

Guarantors:

Each Borrower (other than with respect to the obligations of such Borrower), and, subject to the proviso below, each direct and indirect, existing and subsequently acquired or organized wholly owned domestic subsidiary of each Borrower (collectively, the "***Guarantors***" and, together with the Borrowers, the "***Credit Parties***") will jointly and severally guarantee (the "***Guarantee***") all obligations under the Credit Facilities, under any interest rate protection or other hedging arrangements entered into with the Administrative Agent, a Lead Arranger, an entity that is a Lender at the time of such transaction or becomes a Lender following such transaction, or any affiliate of any of the foregoing (collectively, "***Hedging Arrangements***") and under certain cash management arrangements of any Borrower or any Guarantor owed to the Administrative Agent, a Lead Arranger, any Lender or any affiliate of the foregoing (collectively, "***Cash Management Arrangements***"); provided that, Guarantors will not include (a) any subsidiary that is an immaterial subsidiary (with individual and aggregate thresholds of 5.0% and 7.5%of total assets and revenue, respectively) (each an "***Immaterial Subsidiary***"), (b) (i) a subsidiary that is acquired after the Closing Date that is prohibited by applicable law or by any contractual obligation existing at the time of such acquisition thereof (so long as not created in anticipation thereof) from guaranteeing the Credit Facilities, or which would require governmental (including regulatory) consent, approval, license or authorization to provide a Guarantee and such consent, approval, license or authorization has not been received or (ii) a subsidiary prohibited by applicable law or restricted from guaranteeing the Credit Facilities by contractual obligations to the extent such contractual obligation existed on the Closing Date (so long as such contractual obligation was not created in contemplation of the Transactions), (c) a special purpose entity used for securitizations or other structured finance transactions (a "***Special Purpose Entity***"), (d) a not-for-profit subsidiary, (e) a captive insurance company, (f) an Unrestricted Subsidiary (as defined below), (g) [reserved] (h) a subsidiary with respect to which, in the reasonable judgment of the Borrower Representative and the Collateral Agent, the burden or cost of providing a Guarantee will be excessive in view of the benefits to be obtained by the Lenders therefrom and (i) any subsidiary acquired after the Closing Date where the providing of a guaranty would result in material adverse tax consequences to the Borrowers or any of their respective Restricted Subsidiaries as reasonably determined by the Borrower Representative in consultation with the Administrative Agent. In addition, the Credit Documents will include customary exclusions for Guarantors that are not "eligible contract participants" (as defined in the Commodity Exchange Act (7 U.S.C. section 1 et seq.), as amended from time to time, and any successor statute) from guaranteeing obligations of any Credit Party that relate to the Hedging Arrangements. In addition, the Borrower may elect to cause one or more of such excluded subsidiaries to become Guarantors; provided that no excluded subsidiary that is a foreign subsidiary may become a Guarantor without the consent of the Administrative Agent.

Subject only to limitations on investments set forth in the Credit Documents and subject to no event of default and pro forma compliance with the Closing Date Total Net Leverage Ratio (as hereinafter defined), the Borrower will be permitted to designate any existing or subsequently acquired or organized subsidiary of the Borrower as an "unrestricted subsidiary" (any subsidiary so designated, an "***Unrestricted Subsidiary***"). Notwithstanding anything to the contrary herein, Unrestricted Subsidiaries (and the sale of assets thereof) will not be subject to the mandatory prepayment, representation and warranty, affirmative or negative covenant or event of default provisions of the Credit Documents and the cash held by, and results of operations, indebtedness and interest expense of, Unrestricted Subsidiaries will not be taken into account for purposes of determining any financial ratio or covenant contained in the Credit Documents. "***Restricted Subsidiary***" shall mean any existing or future direct or indirect subsidiary of each Borrower other than any Unrestricted Subsidiary.

The designation of any Restricted Subsidiary as an Unrestricted Subsidiary shall constitute an investment by the applicable Borrower or its applicable Restricted Subsidiary at the date of designation in an amount equal to the portion of the fair market value (as reasonably determined by the Borrower Representative) of the assets of such Restricted Subsidiary attributable to such Borrower's or its applicable Restricted Subsidiary's equity interest therein as reasonably estimated by the Borrower Representative (and such designation shall only be permitted to the extent such investment is otherwise permitted). The designation of any Unrestricted Subsidiary as a Restricted Subsidiary may only be made if no event of default exists or would result therefrom and the Borrowers are in pro forma compliance with the Closing Date Total Net Leverage Ratio, and any re-designation as a Restricted Subsidiary shall constitute the incurrence or making, as applicable, at the time of designation, of indebtedness or lien of such Restricted Subsidiary, as applicable. provided that upon a designation of any Unrestricted Subsidiary as a Restricted Subsidiary, the Borrowers shall be deemed to continue to have an investment in the resulting Restricted Subsidiary in an amount (if positive) equal to (a) the Borrowers' investment in such Restricted Subsidiary at the time of such designation, less (b) the portion of the fair market value (as reasonably determined by the Borrower Representative) of the assets of such Restricted Subsidiary attributable to the Borrowers' equity therein at the time of such designation.. Notwithstanding the foregoing, (x) no Unrestricted Subsidiary may hold any liens or equity interests of or in any Borrower, Holdings or any Restricted Subsidiary (or any of their respective assets), (y) no subsidiary that owns or holds intellectual property that is material to the business of Holdings and its Restricted Subsidiaries, taken as a whole ("***Material Intellectual Property***" may be designated as an Unrestricted Subsidiary and (z) no Material Intellectual Property may be transferred or contributed to an Unrestricted Subsidiary.

Credit Facilities: $630.0 million of senior secured first lien facilities (the "***Credit Facilities***") to include:

(i) a $300.0 million senior secured first lien term loan facility (the "***Initial Term Loan Facility***"; the loans thereunder, the "***Initial Term Loans***").

(ii) a $290.0 million delayed draw senior secured first lien term loan facility (the "***DDTL Term Loan Facility***" and together with the Initial Term Loan Facility, the "***Term Loan Facility***"; the loans thereunder, the "***DDTL Term Loans***" and together with the Initial Term Loans, the "***Term Loans***"). The DDTL Term Loans are intended to be fungible with the Initial Term Loans and, except with respect to amortization as set forth below, shall have the same terms as the Initial Term Loans (and, unless the context otherwise requires, shall be and constitute "Term Loans" under the Term Facility). The Term Loans will be made available to the Borrower in U.S. Dollars.

(ii) a $40.0 million senior secured first lien revolving credit facility (the "***Revolving Credit Facility***"; the Lenders thereunder, the "***Revolving Lenders***"; and the loans thereunder, together with (unless the context otherwise requires) the Swing Line Loans (as defined below), the "***Revolving Loans***"; and together with the Term Loans and loans under all Incremental Credit Facilities, the "***Loans***"). Revolving Loans will be made available to the Borrower in U.S. Dollars.

(iii) A portion of the Revolving Credit Facility of up to $5.0 million will be made available to the Borrower by the Administrative Agent (in such capacity, the "***Swing Line Lender***") as swing line loans (the "***Swing Line Loans***").

Incremental Facilities:

The definitive documentation for the Credit Facilities (the "***Credit Documents***") will permit the Borrowers from time to time, on one or more occasions, to (a) add one or more incremental term loan facilities to the Term Loan Facility either as a separate tranche or a fungible increase to an existing tranche (each, an "***Incremental Term Loan Facility***"; the loans thereunder, the "***Incremental Term Loans***") and/or (b) increase commitments under the Revolving Credit Facility (each, an "***Incremental Revolving Credit Facility***" and, together with any Incremental Term Loan Facility, the "***Incremental Credit Facilities***"; for the avoidance of doubt, unless otherwise specified, references herein to the Credit Facilities shall include the Incremental Credit Facilities) in minimum amounts to be set forth in the Credit Documents and in an aggregate principal amount not to exceed the sum of (A) the greater of (1) $63.0 million and (2) 100% of Adjusted EBITDA (as defined below) for the last four fiscal quarters of the Borrowers for which financial statements have been delivered to (or are required to be delivered to) the Administrative Agent (the "***Fixed Incremental Amount***") *plus* (B) an unlimited amount (the "***Incremental Incurrence-Based Amount***"), so long as on a pro forma basis after giving effect to the incurrence of any such Incremental Credit Facility (assuming the full amount of any Incremental Revolving Credit Facility is drawn) and after giving effect to any acquisition consummated in connection therewith and all other appropriate pro forma adjustments (without netting the cash proceeds of any Incremental Credit Facilities in calculation thereof), the Consolidated Total Net Leverage Ratio (as defined below) does not exceed 4.25:1.00, determined for the most recently completed four fiscal quarter period (the "***Test Period***") for which financial statements have been delivered to (or are required to be delivered to) the Administrative Agent (based on the Adjusted EBITDA of the Borrower and its Restricted Subsidiaries for such period) (this clause (B), the "***Incremental Ratio Debt Basket***"), *plus* (C) any voluntary prepayments and buybacks (limited to the actual amount of cash paid) of the Term Loan Facility and the Incremental Term Loan Facilities and voluntary prepayments of the Revolving Credit Facility (to the extent accompanied by permanent commitment reductions thereto), payments utilizing the yank-a-bank provisions of the Credit Documents, in each case prior to such time other than any such voluntary prepayments (and commitment reductions), and buybacks to the extent financed with the proceeds of long term debt or any Cure Amount (as hereinafter defined) (this clause (C), the "***Prepayment Amount***"); provided that, in the case of an Incremental Term Loan Facility incurred to finance a Limited Condition Transaction (as defined below), compliance with the foregoing leverage ratios may be determined, at the option of the Borrower, as of the time of entry into the applicable definitive acquisition agreement (as opposed to at the time of incurrence of such indebtedness) and shall be calculated on a pro forma basis as of the most recent Test Period on or prior to the signing of the applicable definitive acquisition agreement), in each case determined for the most recent Test Period (treating all Incremental Revolving Credit Facilities as fully drawn, and with proceeds from any such Incremental Credit Facility not being netted from indebtedness for such calculation)(the sum of (A), (B), and (C) being referred to herein as the "***Incremental Cap***"); provided further:

(i) any Incremental Credit Facility will rank *pari passu* in right of payment and *pari passu* or junior in right of security with the Credit Facilities or will be unsecured and shall be subject to the Intercreditor Agreement or an intercreditor agreement the terms of which are reasonably satisfactory to the Administrative Agent and the Borrowers;

(ii) except for Permitted Short Term Debt (as defined below), no Incremental Term Loan Facility will have a final maturity earlier than the maturity date of the then-existing Term Loan Facility (or earlier than 91 days after the maturity date of the then-existing Term Loan Facility for junior or unsecured Incremental Term Loan Facilities), and the weighted average life to maturity of each Incremental Term Loan Facility shall be no shorter than the then remaining weighted average life to maturity of the then-existing Term Loan Facility (for the purposes of this Term Sheet, "***Permitted Short Term Debt***" means any bridge financing which by its terms will be automatically converted into loans or other indebtedness that have, or extended such that it will have a maturity date and a weighted average life to maturity that complies with the applicable maturity and weighted average life to maturity requirement set forth above subject to customary terms and conditions to be agreed);

(iii) such Incremental Credit Facility shall not be (x) secured by any lien on any asset of the Borrowers, any Guarantor or any of their respective subsidiaries that does not also secure the then outstanding Credit Facilities or (y) guaranteed by any person other than Guarantors under the Credit Facilities;

(iv) (a) the terms and provisions (other than upfront fees) of the Incremental Revolving Credit Facility shall be identical to the Revolving Credit Facility and shall be added to, and constitute a part of, the Revolving Credit Facility and (b) the terms and provisions (other than upfront fees and original issue discount, but subject to clause (vi) below) of any Incremental Term Loan Facility that increases an existing tranche of term loans shall be identical to the tranche of term loans being increased and shall be added to, and constitute a part of, such tranche;

(v) (a) the representations and warranties set forth in the Credit Documents shall be true and correct in all material respects (or, if qualified by materiality, in all respects), provided that if the proceeds of such Incremental Term Loan Facility shall be applied to consummate a Permitted Acquisition (as defined below) or similar permitted investment for which the consummation of which is not conditioned on the availability of, or on obtaining, third party financing (a "***Limited Condition Transaction***"), the accuracy of such representations and warranties may be subject to customary "SunGard" or "certain funds" conditionality to the extent agreed by the Lenders providing such loans; and (b) no event of default shall exist at the time of the incurrence of such loans and immediately after giving effect thereto; provided that, if the proceeds of such Incremental Term Loan Facility shall be applied to consummate a Limited Condition Transaction, the lenders providing such loans may instead require only that no event of default shall exist at the time that the definitive transaction agreement for such Limited Condition Transaction is entered into and, on the date of incurrence thereof both immediately before and immediately after giving effect thereto, no payment or bankruptcy event of default shall have occurred and be continuing or would result therefrom (this provision, the "***Limited Condition Provision***");

(vi) if the All-In Yield (as defined below) relating to any Incremental Term Loan Facility incurred using the Incremental Incurrence-Based Amount that is (i) incurred on or prior to the date that is 12 months after the Closing Date and (ii) secured on a *pari passu* with the Credit Facilities, exceeds the All-In Yield relating to the Initial Term Loan Facility (calculated after giving effect to any amendment to interest rate margins under the Initial Term Loan Facility after the Closing Date but immediately prior to the incurrence of such Incremental Term Loan Facility) by more than 0.50%, the All-In Yield relating to the Initial Term Loans shall be adjusted to be equal to the All-In Yield relating to such series of Incremental Term Loan Facility minus 0.50% (the "***MFN Provision***");

(vii) (A) Incremental Term Loans that are secured on a *pari passu* with the Credit Facilities, shall share ratably in all voluntary and mandatory prepayments of Term Loans unless the lenders of such Incremental Term Loans elect to receive a lesser share of any such prepayment; and (B) any Incremental Term Loan Facility that is junior in right of security to the Credit Facilities or unsecured will participate in any voluntary or mandatory prepayments on a less than *pro rata* basis with the Credit Facilities;

(viii) except as otherwise required in preceding clauses (i) through (vii), all other terms of such Incremental Credit Facility, if not consistent with the terms of the existing Term Loan Facility or Revolving Credit Facility, as applicable, will be as agreed between the Borrower and the lenders providing such Incremental Credit Facility and shall be reasonably acceptable to the Administrative Agent; provided, the terms of any Incremental Term Loan Facility (other than with respect to pricing, margin, maturity and/or fees or as otherwise contemplated by any of clauses (i) through (vii) above) shall not be materially more favorable (taken as a whole) to the lenders providing such Incremental Term Loan Facility than such terms in the then-existing Term Loan Facility, as reasonably determined by the Borrowers in good faith (except to the extent (x) such terms are reasonably acceptable to the Administrative Agent or added in the Credit Facilities for the benefit of the Lenders pursuant to an amendment thereto (with no consent of the Lenders being required) or (y) for terms applicable only to periods after the latest final maturity date of the Credit Facilities existing at the time of the incurrence of such Incremental Term Loan Facility).

As used herein, "***All-In Yield***" means, with respect to any Term Loan or Incremental Term Loan on any date of determination, the yield to maturity (as determined in good faith by the Administrative Agent), in each case, based on the interest rate applicable to such Term Loan or Incremental Term Loan on such date (including any floor and margin) and giving effect to all upfront or similar fees (including original issue discount where the amount of such upfront fees and discount is equated to interest based on an assumed four-year life to maturity or, if the actual maturity date falls earlier than four years, the lesser number of years) payable with respect to such Term Loan or Incremental Term Loan and giving effect to any increase in interest rate margins or additional fees (which shall be deemed to constitute like amounts of OID) provided with respect to the existing Term Loan in connection with such issuance (but excluding any upfront, structuring, commitment, arrangement, amendment, ticking or other similar fees that are not distributed to Lenders generally).

For purposes of the foregoing, (I) the Borrowers may elect to use the Incremental Incurrence-Based Amount prior to the Fixed Incremental Amount and the Prepayment Amount and if the Fixed Incremental Amount and/or the Prepayment Amount, on the one hand, and the Incremental Incurrence-Based Amount, on the other hand, are each available and the Borrower does not make an election, the Borrower will be deemed to have elected to use the Incremental Incurrence-Based Amount first and (II) the Incremental Incurrence-Based Amount will be calculated without regard to any incurrence of indebtedness under the Fixed Incremental Amount and/or Prepayment Amount concurrently with the incurrence of any amounts in reliance on the Incremental Incurrence-Based Amount.

Any portion of Incremental Credit Facilities incurred other than under the Incremental Incurrence-Based Amount may be re-designated at any time, as the Borrowers may elect from time to time, as incurred under the Incremental Incurrence-Based Amount if the Borrowers meet the

applicable ratio under the Incremental Incurrence-Based Amount at such time on a pro forma basis, at any time subsequent to the incurrence of such Incremental Credit Facility by written notice to the Administrative Agent on such date.

The Borrowers may seek commitments in respect of Incremental Credit Facilities from existing Lenders (each of which shall be entitled to agree or decline to participate in its sole discretion) and additional banks, financial institutions and other institutional lenders (other than Disqualified Lenders) who will become Lenders in connection therewith, subject to the Administrative Agent's, Swing Line Lender's and Issuing Bank's consent (each such consent shall not be unreasonably withheld or delayed) to the extent such consent would be required in connection with an assignment thereto under the heading "Assignments and Participations" below.

In addition, the Borrowers may incur debt outside of the Credit Documents in lieu of adding Incremental Term Loan Facilities ("Incremental Equivalent Debt"), in an aggregate principal amount not exceeding the Incremental Cap, when combined with all other Incremental Credit Facilities, on such terms as the Borrowers may agree; *provided* that, (i) other than Permitted Short-Term Debt, the maturity date and weighted average life to maturity of such Incremental Equivalent Debt shall be no earlier or shorter, respectively, than the maturity date (or earlier than the 91st day after the maturity date of the then existing Term Loan Facility for junior lien or unsecured Incremental Equivalent Debt) and weighted average life to maturity (determined without giving effect to any prepayments that reduce amortization) of the Term Loan Facility, (ii) the terms of any junior-lien or unsecured Incremental Equivalent Debt (other than Permitted Short-Term Incremental Debt) shall not provide for any scheduled repayment, mandatory redemption, sinking fund obligations or other payment (other than periodic interest payments) prior to the earliest maturity date permitted by clause (i), above, other than the ability to participate (on a junior basis) in any mandatory prepayments of the Term Loan Facility, (iii) Incremental Equivalent Debt secured by the Collateral on a *pari passu* basis with the Credit Facilities may participate (on not more than a pro rata basis) in any mandatory prepayments of the Term Loan Facility, (iv) borrowers and guarantors of Incremental Equivalent Debt shall be Credit Parties, (v) any secured Incremental Equivalent Debt shall (A) be subject to an intercreditor agreement on terms reasonably acceptable to the Administrative Agent and (B) not be secured by any property or assets other than Collateral; (vi) the other terms and conditions of such Incremental Equivalent Debt (excluding pricing, interest rate margins, fees, discounts, rate floors and optional prepayment or redemption terms) are (taken as a whole) not materially more favorable (as determined in good faith by the board of directors of Holdings) to the lenders or noteholders providing such Incremental Equivalent Debt than those applicable to the Term Loan Facility (except for covenants or other provisions applicable only to periods after the earliest maturity date permitted by clause (i), above) as determined in good faith by the Borrowers; and (vii) such Incremental Equivalent Debt in the form of a term loan (or notes with the characteristics of a term loan) secured on a *pari passu* basis with the Term Loan Facility shall be subject to the MFN Provision.

Limited Condition Transactions:

For purposes of (i) determining compliance with any provision of the Credit Documents which requires the calculation of any financial ratio (other than determining actual (versus pro forma) compliance with the Financial Covenant tested, subject to the Testing Threshold, at the end of each applicable quarter), (ii) determining compliance with representations, warranties, or the occurrence and continuation of a default or event of default or (iii) testing availability under baskets set forth in the Credit Documents, in each case, in connection with a Limited Condition Transaction, at the option of the Borrower Representative (the Borrower Representative's election to exercise such option in connection with any Limited Condition Transaction (such election to be set forth in a writing that is delivered to the Administrative Agent), an "***LCA Election***"), the date of determination of whether any such action is permitted hereunder, shall be deemed to be the date the definitive acquisition agreements for such Limited Condition Transaction are entered into (the "***LCA Test Date***"), and if, after giving pro forma effect to the Limited Condition Transaction and the other transactions to be entered into in connection therewith as if they had occurred at the beginning of the most recent test period ending prior to the LCA Test Date for which financial statements have been delivered (or are required to be delivered) to the Administrative Agent, the Borrowers could have taken such action on the relevant LCA Test Date in compliance with such ratio or basket, such ratio or basket shall be deemed to have been complied with.

For the avoidance of doubt, if the Borrower Representative has made an LCA Election and any of the ratios or baskets for which compliance was determined or tested as of the LCA Test Date are exceeded as a result of fluctuations in any such ratio or basket (including due to fluctuations of the target of any Limited Condition Transaction) at or prior to the consummation of the relevant transaction or action, such ratios or baskets will not be deemed to have been exceeded as a result of such fluctuations. If the Borrower Representative has made an LCA Election for any Limited Condition Transaction, then in connection with any subsequent calculation of any ratio or basket on or following the relevant LCA Test Date and prior to the earlier of (i) the date on which such Limited Condition Transaction is consummated or (ii) the date that the definitive agreement for such Limited Condition Transaction is terminated or expires without consummation of such Limited Condition Transaction, any such calculation shall be made on a pro forma basis assuming such Limited Condition Transaction and other transactions in connection therewith (including any incurrence of debt and the use of proceeds thereof) had been consummated until such time as the applicable Limited Condition Transaction has actually closed or the definitive agreement with respect thereto has been terminated; provided further that, with respect to incurrence tests for the making of any Restricted Payments any such calculation shall also be made assuming such Limited Condition Transaction and the other transactions to occur in connection therewith (including any incurrence of debt and the use of proceeds thereof) have not been consummated.

Refinancing Facilities:

The Credit Documents will permit the Borrowers to refinance loans or commitments under the Credit Facilities or loans or commitments under any Incremental Credit Facility from time to time, in whole or part, with one or more new term loan facilities (collectively referred to herein as "***Refinancing Term Facilities***") or classes of revolving credit facilities (that may extend the maturity) (collectively referred to herein as "***Refinancing Revolving Facilities***"; the Refinancing Term Facilities and the Refinancing Revolving Facilities are collectively referred to as "***Refinancing Credit Facilities***"), under the Credit Documents with the consent of the Borrower, the Administrative Agent (not to be unreasonably withheld, delayed or conditioned) and the banks, financial institutions and other institutional lenders and investors providing such Refinancing Credit Facility or with one or more series of senior unsecured notes or loans or senior secured notes or loans or senior subordinated notes or loans that will be secured by the Collateral on an equal priority basis with the Credit Facilities or junior lien secured notes or loans that will be secured on a subordinated basis to the Credit Facilities and to the obligations under any senior secured notes or loans (such notes or loans, "***Refinancing Notes***" and, together with the Refinancing Credit Facilities, the "***Refinancing Indebtedness***"); provided that (i) any Refinancing Indebtedness (other than Permitted Short-Term Debt) does not mature prior to, or have a shorter weighted average life to maturity than, or with respect to Refinancing Notes, have mandatory redemption features (other than customary asset sale, insurance and condemnation proceeds events, change of control offers or events of default) that could result in redemptions of such Refinancing Notes prior to, the maturity date, or weighted average life to maturity, of the loans under the class that is being refinanced, (ii) the amount of any Refinancing Indebtedness does not exceed the amount of indebtedness being refinanced (plus any premium, accrued interest or fees and expenses (including original issue discount or upfront fees) incurred in connection with the refinancing thereof and any unutilized commitments thereunder), and the proceeds of any such Refinancing Indebtedness are applied, substantially concurrently with the incurrence thereof, to the pro rata prepayment of outstanding loans (and, in the case of the Revolving Credit Facility, pro rata commitment reductions) under the applicable Credit Facility being so refinanced, (iii) any Refinancing Indebtedness is not guaranteed by any entities that do not guarantee the Credit Facilities, (iv) in the case of any secured Refinancing Indebtedness (A) is not secured by any assets not securing the Secured Obligations (as defined below) and (B) is subject to customary intercreditor documentation reasonably satisfactory to the Administrative Agent, (v) no default or event of default under the Credit Facilities then exists or would result therefrom, (vi) in the case of any Refinancing Revolving Facility, the Credit Documents shall include certain provisions to govern the *pro rata* payment, repayment, borrowings, Letter of Credit participations and commitment reductions of the Revolving Credit Facility, any Incremental Revolving Increase and such Refinancing Credit Facility (subject to certain exceptions to be agreed), (vii) if the indebtedness being refinanced was (A) contractually subordinated to the Credit Facility in right of payment, such Refinancing Indebtedness shall be contractually subordinated to the Credit Facility on the same basis, (B) contractually subordinated to the Credit Facility in right of security, such Refinancing Indebtedness shall be contractually subordinated to the Credit Facility on the same basis or be unsecured and (C) unsecured, such Refinancing Indebtedness shall be unsecured, (viii) any Refinancing Notes shall be documented outside of the Credit Documents, (ix) the terms and conditions of any Refinancing Indebtedness (excluding pricing, interest rate margins, rate floors, discounts, fees, premiums and prepayment or redemption provisions) are not materially more favorable (when taken as whole) to the lenders or investors providing such Refinancing Indebtedness than the terms and conditions of the Credit Documents (when taken as a whole) are to the Lenders (as determined in good faith by the Borrower) (except for covenants or other provisions (x) reasonably acceptable to the Administrative Agent or added for the benefit of the Lenders pursuant to an amendment thereto (with no consent of the Lenders being required) or (y) applicable only to periods after the latest maturity date of any Credit Facility or Incremental Credit Facility existing at the time of such refinancing) (it being understood that, to the extent that any financial maintenance covenant is added for the benefit of any such Refinancing Indebtedness, no consent shall be required by the Administrative Agent if such financial maintenance covenant is either (i) also added for the benefit of any existing Credit Facility remaining outstanding after the issuance or incurrence of such Refinancing Indebtedness or (ii) only applicable after the latest maturity of the existing Credit Facilities) or consistent with current market terms for such type of indebtedness (as determined by the Borrower in good faith) and (x) any Refinancing Term Facilities shall share ratably in any voluntary and mandatory prepayments of the Term Loans (other than in connection with a permitted refinancing of a particular class or classes of Term Loans) unless (a) the lenders in respect of such Refinancing Term Facility elect to receive a lesser share of any such prepayments or (b) such Refinancing Term Facility is not *pari passu* in right of payment or security, as applicable (in which case such prepayments shall be shared on a less than pro rata basis).

Availability:	Initial Term Loan Facility: One drawing may be made under the Initial Term Loan Facility on the Closing Date. Amounts borrowed under the Initial Term Loan Facility that are repaid or prepaid may not be reborrowed. DDTL Term Loan Facility: The DDTL Term Loan Facility will be available after the Closing Date in a single drawing until the earlier to occur of (i) the termination of the Merger Agreement, (ii) the consummation of the Acquisition with or without the funding of the DDTL Term Loan Facility and (iii) the date that is twelve (12) months after the Countersign Date (such earlier date, the "**DDTL Commitment Expiration Date**"). Amounts borrowed under the DDTL Term Loan Facility that are repaid or prepaid may not be reborrowed. Revolving Credit Facility: Amounts available under the Revolving Credit Facility may be borrowed, repaid and reborrowed on and after the Closing Date until the maturity date thereof; provided that proceeds of Revolving Loans incurred on the Closing Date shall only be used to fund (i) Transaction Costs (not to exceed an amount to be agreed), (ii) that portion of the Existing Credit Agreement Refinancing consisting of the repayment of revolving loans under the Existing Credit Agreement and (iii) original issue discount and upfront fees required to be funded on the Closing Date pursuant to the "Market Flex Provisions" in the Fee Letter. Revolving Loans that are ABR loans will be available for borrowing upon notice delivered by 11:00 AM New York time on the preceding business day. Letters of Credit may be issued on the Closing Date to replace or provide credit support for any existing letters of credit. Incremental Credit Facilities: As agreed by the Borrowers and the lenders providing the Incremental Credit Facilities.
Maturities:	Term Loan Facility: six years after the Closing Date. Revolving Credit Facility: Five years after the Closing Date. The Credit Documents shall contain customary "amend and extend" provisions to be agreed.
Closing Date:	The date on which the initial borrowings under the Initial Term Loan Facility are made (the "***Closing Date***").
DDTL Funding Date:	The date on which the DDTL Term Loans are made (the "***DDTL Funding Date***").

Amortization:	Term Loan Facility: (A) The Initial Term Loans will amortize in equal quarterly installments in aggregate annual amounts equal to 1.00%, commencing with the first full fiscal quarter after the Closing Date, with the balance payable on the sixth anniversary of the Closing Date and (B) the DDTL Term Loans will amortize in equal quarterly installments, commencing with the last day of the first fiscal quarter ending after DDTL Funding Date in aggregate annual amounts equal to 1.00% of the original principal amount of such DDTL Term Loan, with the balance payable on the sixth anniversary of the Closing Date; *provided*, that to the extent necessary to cause the DDTL Term Loans to be economically fungible with the then-existing Initial Term Loans such amortization rate will be adjusted such that such DDTL Term Loans would amortize in equal quarterly installments calculated using the same annual percentage of amortization applicable to the outstanding principal amount of such then-existing Initial Term Loans in effect immediately prior to the DDTL Funding Date. Revolving Credit Facility: Payable at maturity (no required amortization).
Letters of Credit:	At the Borrower's option, a portion of the Revolving Credit Facility not in excess of an amount to be mutually agreed will be made available for the issuance of letters of credit ("***Letters of Credit***") by Truist Bank or other Revolving Lenders (or, in each case, their respective affiliates or designees) reasonably satisfactory to the Borrower and the Administrative Agent (in such capacity, an "***Issuing Bank***"). Absent the agreement of the applicable Issuing Bank to the contrary, no Letter of Credit shall have an expiration date later than the earlier of (A) the date that is the fifth business day prior to the maturity date of the Revolving Credit Facility unless arrangements (including cash collateralization of such Letters of Credit) reasonably satisfactory to the applicable Issuing Bank have been entered into) and (B) the date which is one year from the date of issuance of such standby Letter of Credit; provided that any Letter of Credit may provide for automatic renewal for additional one-year periods (which, absent the agreement of the applicable Issuing Bank to the contrary, may not extend beyond the date that is the fifth business day prior to the Revolving Credit Facility maturity date unless arrangements (including cash collateralization of such Letters of Credit) reasonably satisfactory to the applicable Issuing Bank have been entered into).
Interest Rates and Fees:	As set forth on Annex I-A hereto.
Default Rate:	Automatically upon the occurrence of a bankruptcy or payment event of default, overdue principal, interest and other overdue amounts shall bear interest at the applicable interest rate plus 2.00% per annum (or, if such amounts are not subject to an interest rate, the interest rate applicable to Revolving Loans maintained as ABR Loans (as defined below) plus 2.00%) and shall be payable on demand.

Voluntary Prepayments: The Credit Facilities may be prepaid in whole or in part without premium or penalty (except for any applicable Prepayment Premium (as defined below)); provided Adjusted LIBOR loans will be prepayable only on the last day of the related interest period unless the Borrower pays any related breakage costs. Voluntary prepayments of the Term Loan Facility or any Incremental Term Loan Facility will be applied as directed by the Borrower (or, in the absence of direction, in the direct order of maturity).

Mandatory Prepayments:

The Borrowers shall make the following mandatory prepayments of the Term Loans (subject to basket amounts, thresholds, carveouts and exceptions, in each case, as set forth in the Credit Documents):

1. Asset Sales: Prepayments in an amount equal to 100% of the net cash proceeds in excess of $10,000,000 of all non-ordinary course asset sales or other dispositions of property by Holdings, the Borrowers and their respective Restricted Subsidiaries (including insurance and condemnation proceeds and sale leaseback proceeds) subject to exceptions to be agreed and subject to the right to reinvest 100% of such proceeds, if such proceeds are reinvested in assets useful in the business (other than working capital assets except short term capital assets), including in permitted acquisitions or capital expenditures (or committed to be reinvested) within 12 months and, if so committed to be reinvested, so long as such reinvestment is actually completed within 180 days after such 12-month period; provided, that a portion of such proceeds required by the terms of other indebtedness with *pari passu* lien priority on the subject assets with the Initial Term Loans ("***Other Pari Passu Debt***"), may be applied on a pro rata basis to repay such Other Pari Passu Debt and shall be credited against the asset sale proceeds prepayment obligations in the Credit Documents on a dollar-for-dollar basis.

2. Incurrence of Indebtedness: Prepayments in an amount equal to 100% of the net cash proceeds received from the incurrence of indebtedness by Holdings, the Borrowers or any of their respective Restricted Subsidiaries, other than indebtedness expressly permitted under the Credit Documents (other than in respect of Refinancing Facilities).

3. Excess Cash Flow: Prepayments in an amount equal to 50% (with step-downs to 25% and 0% based on compliance with a Consolidated Total Net Leverage Ratio (as defined below) not exceed to 3.75:1.00 and 3.25:1.00, respectively) of "excess cash flow" for each fiscal year (beginning with the fiscal year ending December 31, 2021); provided, the amount of any excess cash flow prepayment may, at the Borrower Representative's option, be reduced dollar-for-dollar by the amount of voluntary prepayments or repurchases of Loans under the Term Loan Facility, any Incremental Term Loan Facility secured on a pari passu basis, the Revolving Credit Facility (in the case of the Revolving Credit Facility, to the extent accompanied by a permanent corresponding reduction of the relevant commitment) and any Other Pari Passu Debt, in each case, paid from internally generated cash during such fiscal year (without duplication in any subsequent period) or at any time prior to the date on which such excess cash flow payment would otherwise be required to be made (but, in the case of any such prepayment made pursuant to the "Borrower" buy-back provisions, shall be limited to the actual amount of cash used to make such payment; provided further that, an excess cash flow prepayment shall be required in any fiscal year only if the amount required to be prepaid is greater than $5.0 million in such fiscal year (and only the amounts in excess thereof).

All mandatory prepayments above will be applied, subject to payment, if applicable, of the Prepayment Premium below, to prepay the Term Loans and any Incremental Term Loans on a pro rata basis (unless the lenders under any such Incremental Term Loan Facility have elected a lesser prepayment) and, in each case, in the direct order of maturity.

Any Lender may elect not to accept any mandatory prepayment made pursuant to paragraph (1), (2) (except in respect of Refinancing Indebtedness, in each case, the proceeds of which refinance all or any portion of the Credit Facilities outstanding under the Credit Documents) or (3) above (such declined payment, the "***Declined Proceeds***"). Such Declined Proceeds may be retained by the Borrower and will increase the Available Amount Basket (as defined below).

In addition, Revolving Loans and Swing Line Loans under the Revolving Credit Facility shall be prepaid and Letters of Credit shall be cash collateralized to the extent that such extensions of credit exceed the amount of the commitments under the Revolving Credit Facility.

Prepayments in respect of clauses 1 and 3 above to the extent attributable to any foreign Restricted Subsidiaries will be limited under the Credit Documents on a customary basis to the extent repatriation of cash in connection therewith would (a) be prohibited, delayed or restricted by applicable law, rule or regulation; provided that the Borrowers and their Restricted Subsidiaries shall use commercially reasonable efforts to permit such repatriation or to remove such prohibitions, as applicable, or (b) result in material adverse tax consequences (as reasonably determined by the Borrower Representative in consultation with the Administrative Agent).

Prepayment Premium:

The Borrowers shall pay a "***Prepayment Premium***" in an amount equal to 1.00% of the principal amount of the Term Loans subject to a Repricing Event that occurs on or before the date that is six months after the Closing Date. The term "***Repricing Event***" shall mean (i) any prepayment of any Term Loans, in whole or in part, the primary purpose of which is to use the proceeds of, or any conversion of any Term Loans into, any new or replacement tranche of term loans with a Weighted Average Yield less than the Weighted Average Yield applicable to such Term Loans so repaid or replaced, or (ii) any amendment to the Term Loan Facility the primary purpose of which is to reduce the Weighted Average Yield applicable to any of the Term Loans (including in connection with the replacement or repayment of any Lender who does not consent to any such amendment) (in each case, in preceding clauses (i) and (ii), other than in connection with a Transformative Acquisition (as defined below), upon change of control or an initial public offering).

The term "***Transformative Acquisition***" shall mean any acquisition by the Borrowers or any Restricted Subsidiary that is either (a) not permitted by the terms of the Credit Documents immediately prior to the consummation of such acquisition or (b) if permitted by the terms of the Credit Documents immediately prior to the consummation of such acquisition, would not provide the Borrowers and the Restricted Subsidiaries with adequate flexibility under the Credit Documents for the continuation and/or expansion of their combined operations following such consummation, as reasonably determined by the Borrower acting in good faith.

Security:

The Credit Facilities, the Hedging Arrangements and the Cash Management Arrangements (the "***Secured Obligations***") will be secured by (x) substantially all the assets of the Credit Parties, whether owned on the Closing Date or thereafter acquired and (y) a non-recourse pledge by PRTH of all of the equity interests of Holdings held by PRTH (collectively, the "***Collateral***"), including, without limitation, (a) a perfected first priority pledge of all of the equity interests of the Borrowers, (b) a perfected first priority pledge of all of the equity interests of all other domestic subsidiaries held by any Credit Party and (c) perfected first priority security interests (subject to permitted liens) in, and mortgages on, substantially all other tangible and intangible assets of the Credit Parties.

Notwithstanding anything herein to the contrary, the Collateral shall exclude (i) particular assets if, in each case, reasonably agreed by the Administrative Agent and the Borrower Representative in writing, that the cost of creating or perfecting such pledges or security interests in such assets exceed the practical benefits to be obtained by the Lenders therefrom, (ii) motor vehicles, airplanes and other assets subject to certificates of title, to the extent a lien therein cannot be perfected by the filing of a Uniform Commercial Code ("***UCC***") financing statement, (iii) (A) any fee owned real property with a value of less than $2.0 million (with any required mortgages being permitted to be delivered within 90 days after the Closing Date (subject to extensions thereof agreed to by the Administrative Agent in its sole discretion)) and (B) leasehold interests (including requirements to deliver landlord lien waivers, estoppels and collateral access letters), (iv) any assets acquired after the Closing Date to the extent the creation or perfection of pledges thereof, or security interests therein, would result in material adverse tax consequences to Holdings (or any parent entity thereof), the Borrowers or their Restricted Subsidiaries, as reasonably determined by the Borrower Representative in consultation with the Collateral Agent, (v) property and assets to the extent that a pledge thereof or creation of security interest therein is restricted by applicable law, rule or regulation or which would require governmental consent, approval, license or authorization (in each case, only for so long as such restriction remains in effect or until such consent, approval or license is obtained, as applicable), other than to the extent such prohibition or limitation is rendered ineffective under the UCC or other applicable law notwithstanding such prohibition, (vi) equity interests in any non-wholly owned subsidiary or joint venture to the extent the granting of a security interest therein is not permitted by the terms of such person's organizational or joint venture documents or would require the consent of one or more third parties (other than a Credit Party or a subsidiary thereof) that has not been obtained (after giving effect to the applicable anti-assignment provisions of the UCC or other applicable law), (vii) any lease, license, contract, property rights or agreement to which any Credit Party is a party or any of its right, title or interest thereunder, or any property subject to a purchase money security interest, capital lease security interest or similar arrangement to the extent that, and so long as, a grant of a security interest therein, (A) is prohibited by applicable law other than to the extent such prohibition is rendered ineffective under the UCC or other applicable law notwithstanding such prohibition or (B) would violate or invalidate or create a default under or otherwise require consent under, such lease, license, contract, property rights or agreement, or purchase money security interest, capital lease security interest or similar arrangement (other than any lease, license, contract, property rights or agreement or purchase money security interest, capital lease security interest or similar arrangement solely among the Credit Parties or a subsidiary thereof), or create a right of termination in favor of, or require the consent of, any other party thereto (other than a Credit Party or a subsidiary thereof) (in each case, after giving effect to the relevant provisions of the UCC or other applicable laws), (viii) any governmental licenses or state or local franchises, charters and authorizations, to the extent security interests in such licenses, franchises, charters or authorizations are prohibited and restricted thereby, in each case, after giving effect to the relevant provisions of the UCC or other applicable laws, (ix) any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, (x) margin stock, (xi) equity interests of any Unrestricted Subsidiary, Immaterial Subsidiary (except in the case of a Guarantor and, in all other cases, except to the extent perfected by filing of a UCC-1 financing statement) and any subsidiary that is a captive insurance company, a not-for-profit entity, a Special Purpose Entity, (xii) letter of credit rights (other than those constituting supporting obligations of other Collateral as to which perfection of the security interest in such other Collateral may be accomplished by the filing of a UCC-1 financing statement (it being understood that no actions shall be required to perfect a security interest in letter of credit rights, other than the filing of a UCC-1 financing statement)), (xiii) commercial tort claims with a value (as reasonably determined by the Borrower) of less than $2.0 million, and (xiv) other exceptions to be mutually agreed; provided that the exclusions do not include any proceeds, substitutions or replacement referred to in the foregoing clauses (i) through (xvi) (unless independently excluded from any such clause).

Notwithstanding anything to the contrary contained herein, the Credit Parties shall not be required to (i) enter into any control agreement with respect to any deposit account, securities account, commodities account or other bank account or (ii) take any actions in any non-U.S. jurisdiction or required by the laws of any non-U.S. jurisdiction to create any security interests in assets located or titled outside of the U.S. or to perfect or make enforceable any security interests in any such assets (it being understood that there shall be no security agreements or pledge agreements governed under the laws of any non U.S. jurisdiction).

Documentation:

The Credit Documents shall contain the terms and conditions set forth in this Commitment Letter and such other terms as the Borrower and the Lead Arrangers shall agree (such other terms to be in a manner that is consistent with this Term Sheet); it being understood and agreed that the Credit Documents shall (a) contain only those conditions, representations, warranties, mandatory prepayments, affirmative, financial and negative covenants and events of default expressly set forth in this Term Sheet (as modified by the Market Flex Provisions in the Fee Letter) and with standards, qualifications, thresholds, exceptions, "baskets" and grace and cure periods consistent with financings of this type and consistent with the Documentation Principles, (b) be based on the Existing Credit Agreement and related documentation, giving due regard to the financial model delivered to the Lead Arrangers on February 23, 2021 (the "***Model***"), the operational and strategic requirements of the Borrowers and their subsidiaries in light of their size, industry, practices, proposed business plan and the matters described in the Purchase Agreement, including as to materiality thresholds, qualifications, baskets and other limitations and exceptions commensurate with the size of the Borrowers and their subsidiaries, in each case, after giving effect to the Transactions; (c) contain customary QFC stay provisions, customary Delaware LLC division provisions, customary lender ERISA provisions, and LIBOR replacement provisions consistent with the ARRC "hardwired" approach; and (d) be negotiated in good faith by the Borrowers and the Lead Arrangers to finalize such Credit Documents, as promptly as practicable after the acceptance of the Commitment Letter (collectively, the "***Documentation Principles***").

Representations and Warranties:

The Credit Documents will contain only the following representations and warranties, to be applicable to Holdings, the Borrowers and their Restricted Subsidiaries (in each case subject to exceptions, thresholds, materiality and other qualifications as set forth in the Credit Documents) in accordance with the Documentation Principles: due organization and existence, power and authority and qualification; equity interests, capitalization and ownership of the Borrowers and their subsidiaries; due authorization, execution, delivery and enforceability; no conflicts with organizational documents or laws or material contractual obligations and no imposition of liens (other than liens permitted pursuant to the Credit Documents); governmental and other third party consents; accuracy of disclosure and financial statements and customary representations relating to projections to be consistent with the "10b-5" representation set forth in the Commitment Letter; no Material Adverse Effect (as defined below); litigation; taxes; title to properties; real estate; environmental matters; employment, ERISA and other pension matters; intellectual property, including with respect to Merchant Account databases; use of proceeds; solvency; compliance with laws; Federal Reserve margin regulations; the Investment Company Act; compliance with Sanctions (including those administered by OFAC), PATRIOT Act, Beneficial Ownership Regulation and other anti-terrorism laws, anti-bribery, anti-corruption (including the FCPA), sanctions and anti-money laundering laws and creation, validity, perfection and first priority perfected security interest in Collateral (subject to permitted liens).

"Material Adverse Effect" means a material adverse effect on (i) the business, financial condition or results of operations, in each case, of the Borrowers and their Restricted Subsidiaries, taken as a whole, (ii) the ability of the Borrowers and the Guarantors (taken as a whole) to perform their payment obligations under the applicable Credit Documents or (iii) the enforceability of the Credit Documents or the rights and remedies, taken as a whole, of the Administrative Agent or the Lenders under the Credit Documents.

Covenants:

The credit agreement for the Credit Facilities will contain only the following financial, affirmative and negative covenants, to be applicable to Holdings (including the passive holding company covenant which such passive holding company covenant shall prohibit Holdings from directly owning the equity interests of any person other than any other Borrower or any Guarantor), the Borrowers and their Restricted Subsidiaries (with exceptions, thresholds, baskets, materiality and other qualifications as set forth in the Credit Documents in accordance with the Documentation Principles (it being understood and agreed that certain baskets, to be agreed, shall include a "grower" basket tied to a percentage of Adjusted EBITDA of the Borrowers and their Restricted Subsidiaries):

A. Financial Covenant:

With respect to the Term Loan Facility: None

With respect to the Revolving Credit Facility:

A maximum Consolidated Total Net Leverage Ratio (which shall be tested in respect of PRTH, Holdings, and Holdings' Restricted Subsidiaries, on a consolidated basis) (the "***Financial Covenant***"), which shall be set at levels reflecting a 35% non-cumulative cushion to the Adjusted EBITDA set forth in the Model, with two step downs at levels to be agreed.

The Financial Covenant shall be tested only in the event that on the last day of any fiscal quarter of PRTH (commencing with the first full fiscal quarter of PRTH ending after the Closing Date) the aggregate revolving credit exposure under the Revolving Credit Facility exceeds 35% of the aggregate commitments under the Revolving Credit Facility (excluding all cash collateralized letters of credit and other letters of credit in an aggregate undrawn amount to be agreed) (the "***Testing Threshold***").

B. Affirmative Covenants: Limited to delivery of (i) annual audited consolidated financial statements within 90 days of the end of each fiscal year and (ii) quarterly unaudited consolidated financial statements for the first three fiscal quarters (excluding the fiscal quarter ending December 31 of each fiscal year) of each fiscal year within 45 days of the end of each such fiscal quarter (and, in the case of such annual and quarterly financial statements, together with customary management discussion and analysis narratives with respect to such audited or unaudited financial statements, and, in the case of the annual financial statements, an opinion of an independent accounting firm (which opinion shall not be subject to any "going concern" statement (other than a "going concern" statement, explanatory note or like qualification or exception resulting solely from (A) an upcoming maturity date occurring within one year from the time such opinion is delivered or (B) anticipated financial covenant default)); annual budget reports in a form to be agreed within 60 days of the end of each fiscal year; compliance certificates; KYC information if requested and changes in "beneficial ownership", and other information reasonably requested by the Administrative Agent; commercially reasonable efforts to maintain ratings (but not any specific rating); annual updated collateral information; notices of default, Material Adverse Effect and certain other material events (including, without limitation, amendments to the terms of material indebtedness); maintenance of existence and material licenses, permits, franchises, etc.; payment of taxes and similar obligations; maintenance of properties; maintenance of insurance (including flood insurance as required by applicable law and, if requested, information as to insurance being maintained); books and records; visitations and inspections; annual lender calls, provided such lender calls shall be separate from, but shall not be required to occur prior to, PRTH's annual public earnings calls; environmental matters; additional collateral and guarantors; further assurances on collateral and guaranty matters; material real estate assets; compliance with underwriting guidelines; approved bank card systems; commercially reasonable efforts to obtain Processor Consent Agreements; post-closing obligations (if applicable); Unrestricted Subsidiaries; and use of proceeds and; status as senior indebtedness

C. Negative Covenants: Limitations and restrictions limited to: (i) indebtedness and disqualified equity issuances; (ii) liens; (iii) voluntary or optional prepayments, repurchases, acquisitions or redemptions of, and amendments with respect to, subordinated or junior lien financings or unsecured financings (other than intercompany indebtedness and indebtedness that is not debt for borrowed money) (collectively, "***Junior Debt***"); (iv) restricted payments (dividends, distributions, and equity redemptions); (v) investments (including acquisitions); (vi) burdensome agreements and negative pledge clauses; (vii) fundamental changes; (viii) dispositions of assets (including sales and lease-backs and sales of capital stock of subsidiaries); (ix) transactions with affiliates (including payments under the TCP Director Agreement); (x) changes in nature of business; (xi) passive holding company covenant and permitted activities of Holdings (provided that, Holdings shall not be permitted to own the equity interests of any person other than the other Borrowers and Guarantors); (xii) amendments and waivers of organizational documents materially adverse to the Administrative Agent and Lenders; (xiii) changes to fiscal year or accounting policies; (xiv)) compliance with laws and regulations; the PATRIOT Act and other anti-terrorism laws, anti-bribery, anti-corruption laws (including the FCPA), and anti-money laundering and sanctions laws (including those administered by OFAC); and (xv) sale-leaseback transactions (subject to a cap to be agreed).

In the event that any action or transaction meets the criteria of one or more than one of the categories of exceptions, thresholds or baskets within the same negative covenant, the Credit Documents shall permit such action or transaction (or portion thereof) to be divided and classified, and later (on one or more occasions) be redivided and/or reclassified under one or more of such exceptions, thresholds or baskets under such negative covenant (other than indebtedness under, and liens in respect of, the Credit Facilities and Refinancing Indebtedness), as the Borrower may elect from time to time, including reclassifying any utilization of fixed (subject to grower components) exceptions, thresholds or baskets ("***fixed baskets***") as incurred under any available incurrence-based exception, threshold or basket ("***incurrence-based baskets***").

In the event any fixed baskets are intended to be utilized together with any incurrence-based baskets in a single transaction or series of related transactions, the Credit Documents shall provide that (i) compliance with or satisfaction of any applicable financial ratios or tests for the portion of such indebtedness or other applicable transaction or action to be incurred under any incurrence-based baskets shall first be calculated without giving effect to amounts being utilized pursuant to any fixed baskets, but giving full pro forma effect to all applicable and related transactions (including, subject to the foregoing with respect to fixed baskets, any incurrence and repayments of indebtedness) and all other permitted pro forma adjustments, and (ii) thereafter, incurrence of the portion of such indebtedness or other applicable transaction or action to be incurred under any fixed baskets shall be calculated.

The Credit Documents will include (without limitation) exceptions for:

(A) With respect to limitations on indebtedness:

a. additional senior, senior subordinated or subordinated debt of the Borrower (which may be guaranteed by the Guarantors); provided that upon giving effect thereto, the Consolidated Total Net Leverage Ratio does not exceed the 4.25:1.00 calculated on a pro forma basis, including the application of the proceeds thereof ((x) assuming all revolving commitments under any such debt were fully drawn and (y) without "netting" the cash proceeds of such debt) (this clause (i), the "***Ratio Debt Basket***"); provided that the utilization of the Ratio Debt Basket shall be subject to (A) no event of default exists or would result therefrom (subject to the Limited Condition Transaction provisions above), (B) to the extent guaranteed, such ratio debt shall not be guaranteed by any person other than a Guarantor, (y) to the extent such ratio debt is secured, (x) such ratio debt shall not be secured by any assets other than by Collateral (other than in the case of such ratio debt incurred by non-Credit Parties), such ratio debt shall be subject to an intercreditor agreement in customary form and reasonably acceptable to the Administrative Agent and (z) if such ratio debt is in the form of term loans (or notes that have the characteristics of a term loan) and secured on a pari passu basis with the Initial Term Loan Facility, the MFN Provisions shall apply, (C) other than Permitted Short-Term Debt, such ratio debt shall not have a final maturity or have scheduled amortization or payments of principal (other than customary offers to repurchase and prepayment events upon change of control, asset sale or event of loss and a customary acceleration right after an event of default) on or prior to the maturity of (or, if such ratio debt is junior secured, unsecured or subordinated, on or prior to the 91st day after the maturity of) the Term Loans at the time such ratio debt is incurred, or have a shorter weighted average life to maturity than (or, if such ratio debt is junior secured, unsecured or subordinated, have a shorter average weighted life to maturity prior to the 91st day after the maturity of) the remaining weighted average life to maturity for the Term Loans at the time such ratio debt is incurred and (D) a sublimit on the amount of indebtedness that may be incurred under the Ratio Debt Basket by non-Credit Parties in an aggregate amount not to exceed the greater of (x) $22 million and (y) 35% of Adjusted EBITDA (this clause (D), the "***Non-Credit Party Subsidiaries Ratio Debt Sublimit***"); provided, that the terms of any ratio debt (other than with respect to pricing, margin and/or fees or as otherwise contemplated by any of clauses (A) through (C) above) shall not be materially more favorable (taken as a whole) to the lenders providing such ratio debt than such terms in the existing Credit Facilities, taken as a whole, as reasonably determined by the Borrower Representative in good faith (except (x) to the extent such terms are reasonably acceptable to the Administrative Agent or added in the existing Credit Facilities for the benefit of the benefit of the Lenders under the existing Credit Facilities pursuant to an amendment thereto (with no consent of the Lenders being required) or (y) for terms applicable only to periods after the latest final maturity date of the Credit Facilities existing at the time of the incurrence of such ratio debt);

b. a general indebtedness basket not to exceed the greater of $15 million and 25% of Adjusted EBITDA at any time outstanding (this clause (ii), the "***General Debt Basket***");

c. purchase money indebtedness and capital leases in an aggregate outstanding principal amount not to exceed the greater of

$10 million and 15% of Adjusted EBITDA at any time outstanding (this clause (iii), the "***Purchase Money Debt Basket***");

d. indebtedness assumed in connection with (and indebtedness of one or more targets and existing at the time of the consummation of) Permitted Acquisitions or similar permitted investment (but not in anticipation or contemplation thereof) so long as no event of default then exists or would result therefrom (subject to the Limited Condition Transactions provisions above); provided that, upon giving pro forma effect thereto and any related specified transactions, the applicable leverage ratio to incur such type of debt (i.e., first lien secured, junior secured or unsecured) under the Ratio Debt Basket is satisfied (this clause (iv), the "***Assumed Acquisition Debt Basket***"); provided further that, any intercreditor agreement entered into with respect to such debt shall be in form and substance reasonably acceptable to the Administrative Agent;

e. indebtedness of subsidiaries that are not Credit Parties (including indebtedness of any foreign subsidiary and guarantees by any foreign subsidiary of Indebtedness of another foreign subsidiary), in an aggregate principal amount, when combined with any amounts incurred under the Non-Credit Party Subsidiaries Ratio Debt Sublimit, not to exceed the greater of $22 million and 35% of Adjusted EBITDA at any time outstanding (this clause (v), the "***Non-Credit Party Subsidiaries Debt Basket***");

f. indebtedness not to exceed an amount equal to 100% of any cash common equity contribution to Holdings (and promptly contributed to the common equity of a Borrower) following the Closing Date (other than equity cure contributions and the proceeds of any such equity that is actually used pursuant to, or that increases, another basket under the Credit Documents or equity proceeds or contribution amounts that are actually used to fund a Permitted Acquisition or other permitted investment and not counted towards a basket that otherwise would have applied with respect to such Permitted Acquisition or other permitted investment and excluding, for the avoidance of doubt, the Equity Contribution) to the extent such cash equity contribution will not be counted for purposes of the Available Amount Basket and without any time limitation for the use of proceeds of such contribution; provided that, such indebtedness must be incurred within ninety (90) days of such cash contribution;

g. indebtedness of any Special Purpose Entity that is not recourse to any Credit Party other than customary standard securitization undertakings; and

h. unsecured indebtedness in connection with the repurchase of capital stock issued to current or former employees, executives or directors of a Borrower or any Restricted Subsidiary permitted by clause (F)(iii) so long as Cash payments in respect thereof are expressly prohibited from being made prior to the date which is at least ninety one (91) days after the Maturity Date.

(B) With respect to limitations on liens:

a. liens securing indebtedness incurred in reliance on the applicable provisions of (and subject to the limitations set forth in) the Ratio Debt Basket and the Assumed Acquisition Debt Basket (provided that, in the case of the Assumed Acquisition Debt Basket, (x) the relevant debt and liens were not incurred or created in anticipation or contemplation of the applicable acquisition and (y) the relevant liens are limited to the applicable assets so acquired and proceeds thereof);

b. liens on Collateral securing permitted "Refinancing Facilities";

c. liens securing indebtedness incurred in reliance on the Non-Credit Party Subsidiaries Debt Basket (so long as such liens are limited to the assets of non-Credit Parties), the Purchase Money Debt Basket (limited to the assets financed thereby) and the General Debt Basket;

d. liens securing indebtedness incurred by any Borrower or any Restricted Subsidiary in connection with a virtual credit card program; provided that (x) such Liens do not secure Indebtedness in excess of $5,000,000 in the aggregate for all such Liens at any time and (y) such liens do not encumber assets of Holdings or any of its Restricted Subsidiaries, the fair market value of which exceeds the amount of Indebtedness and other obligations secured by such assets;

e. liens securing permitted indebtedness of a Special Purpose Entity that do not encumber any assets of any Credit Party; and

f. liens securing obligations in an aggregate principal amount outstanding at any time not to exceed the greater of $10 million and 15% of Adjusted EBITDA, in each case, determined as of the date of such incurrence.

(C) With respect to limitations on voluntary or optional prepayments, repurchases, acquisitions or redemptions of Junior Debt ("***Restricted Debt Payments***"), exceptions for (i) a basket for Restricted Debt Payments in an unlimited amount subject to no event of default occurring and continuing (or resulting therefrom) and pro forma compliance with a Consolidated Total Net Leverage Ratio that is no greater than 3.75:1.00 and (ii) so long as no event of default then exists or would result therefrom, other Restricted Debt Payments in an aggregate amount not to exceed the greater of $10 million and 15% of Adjusted EBITDA.

(D) With respect to limitations on dispositions of assets, exceptions for (I) sales of inventory in the ordinary course of business, (II) sales of obsolete, worn-out or surplus property in the ordinary course of business, (III) subject to clause (1) in the section entitled "Mandatory Prepayments" above, sales of non-core assets acquired in any Permitted Acquisition, (IV) subject to the fundamental changes covenant, unlimited asset sales and other dispositions of property in arm's length transactions and for fair market value (as reasonably determined by the Borrower Representative in good faith), provided that, in the case of clause (IV), no event of default exists or would result therefrom, and such sales are for at least 75% cash consideration (subject to customary exceptions to the cash consideration requirement, including threshold amounts and a basket for non-cash consideration that may be designated as cash consideration in an amount not to exceed the greater of $6.0 million and 10% of Adjusted EBITDA and such sales are subject to the mandatory prepayment/reinvestment requirements in the Credit Documents, (V) dispositions of assets of types to be mutually agreed to a Special Purpose Entity and (VI) non-exclusive (but not exclusive) licenses and sublicenses granted by a Credit Party or any Restricted Subsidiary of a Credit Party and leases and subleases (by a Credit Party or any Restricted Subsidiary of a Credit Party as lessor or sublessor) to third parties in the ordinary course of business not materially interfering with the business of the Credit Parties or any of their Restricted Subsidiaries, taken as a whole.

(E) With respect to limitations on investments:

a. acquisitions of all or substantially all of the assets of any person or any line of business or division thereof, or at least a majority of the equity interests of any person (including any investment which serves to increase any Credit Party's direct or indirect equity ownership in any joint venture) (each, a "***Permitted Acquisition***"), so long as (A) no event of default exists at the time of signing the definitive agreement with respect to such Permitted Acquisition and no payment or bankruptcy event of default exists immediately before and after following the consummation thereof, (B) the nature of business covenant is satisfied, (C) the Credit Parties comply with the collateral and guarantee requirements in the Credit Documents (to the extent, if any, compliance therewith is required at the time of the consummation of such acquisition) and subject to delivery of diligence materials (if readily available), and in the case of acquisitions for consideration in excess of $50.0 million, a quality of earnings report, (D) the Borrower is in pro forma compliance with the Closing Date Total Net Leverage Ratio and (E) such acquisition is not hostile; provided that acquisitions of persons that do not become Guarantors or of assets that do not constitute Collateral shall not exceed an amount not to exceed the greater of $22 million and 35% of Adjusted EBITDA;

b. investments by the Borrowers or any of their Restricted Subsidiaries in a Borrower or any Restricted Subsidiary; provided that any such investments by Credit Parties in Restricted Subsidiaries that are not Guarantors shall, taken together with investments in joint ventures and Unrestricted Subsidiaries made in reliance on clause (iv) below and foreign Restricted Subsidiaries and foreign joint ventures made in reliance on clause (vi) below, not exceed an aggregate amount equal to the greater of $22 million and 35% of Adjusted EBITDA;

c. a general investments basket in an aggregate amount not to exceed the greater of $19 million and 30% of Adjusted EBITDA;

d. so long as no event of default then exists or would result therefrom, an investment basket for investments in joint ventures and Unrestricted Subsidiaries in an aggregate amount, taken together with investments in non-Credit Parties made in reliance on clause (ii) above and investments in foreign Restricted Subsidiaries and foreign joint ventures made in reliance on clause (vi) below, not to exceed the greater of $22 million and 35% of Adjusted EBITDA;

e. so long as no event of default then exists or would result therefrom, a basket for investments in an unlimited amount subject to pro forma compliance with a Consolidated Total Net Leverage Ratio that is no greater than 3.75:1.00;

f. investments in foreign Restricted Subsidiaries in an aggregate amount not to exceed, together with any permitted joint venture investments in permitted joint ventures that are not organized in the United States, in an amount, taken together with investments in non-Credit Parties made in reliance on clause (ii) above and joint ventures and Unrestricted Subsidiaries made in reliance on clause (iv) above, not to exceed the greater of $22 million and 35% of Adjusted EBITDA; provided, that the Borrowers and Restricted Subsidiaries may use proceeds of permitted stock issuances (to be defined in a manner to be mutually agreed) to make investments under this clause (vi) without regard to the foregoing limit;

g. loans and advances to officers, employees and directors of any Credit Party and its Restricted Subsidiaries made in the ordinary course of business for bona fide business purposes (including travel and relocation) (including any re-financings of such loans after the Closing Date) in an aggregate amount not to exceed $5,000,000;

h. loans, advances, and other extensions of credit to current and former officers, directors, employees, and consultants of the Credit Parties for the purpose of permitting such persons to purchase capital stock of Holdings in an aggregate amount not to exceed $5,000,000 at any time (provided that the amount of such loan, advance or extension of credit shall be contributed to the common equity of Holdings);;

i. direct and indirect loans and advances by any Credit Party to any third party reseller engaged in the business of providing services relating to the authorization, transaction capture, settlement, chargeback handling and transaction processing of credit card and/or debit card transactions related to the payment industry or otherwise (each such Person, a "Borrowing ISO"); provided, however, that (i) the aggregate principal amount of all such loans and advances at any time outstanding to all Borrowing ISOs shall not exceed the greater of $10,000,000 and 15% of Adjusted EBITDA, (ii) no event of default shall exist at the time of making any such loan or advance or shall be caused by the making of any such loan or advance, and (iii) each such loan and advance shall be made in accordance with applicable laws.

(F) With respect to limitations on dividends or distributions on, or redemptions or repurchases of, the capital stock of Holdings (or any parent entity thereof), the Borrower or any Restricted Subsidiary ("***Restricted Payments***"):

a. a basket for Restricted Payments in an unlimited amount subject to no event of default occurring and continuing (or resulting therefrom) and pro forma compliance with a Consolidated Total Net Leverage Ratio that is no greater than 3.50:1.00;

b. so long as no event of default then exists or would result therefrom, Restricted Payments from a substantially concurrent receipt of proceeds of any qualified equity offerings and other qualified equity contributions received by Holdings (and contributed to the Borrower in the form of common equity) after the Closing Date (other than the Equity Contribution) that (a) are not used as part of a Cure Amount and do not increase the Available Amount Basket, (b) are not used or otherwise applied under a basket that builds by the amount of equity contributions and (c) are not proceeds of sales of equity interests and equity proceeds or contribution amounts that are actually used to fund a Permitted Acquisition or permitted investment;

c. Restricted Payments to Holdings or any other parent company to repurchase, redeem, retire or otherwise acquire capital stock of Holdings or any of its parent companies, in each case, held by future, present or former employees, officers, directors, members of management, managers or consultants (or any immediate family member of the foregoing) of Holdings or any of its subsidiaries in an aggregate annual amount not to exceed the greater of $10 million and 15% of Adjusted EBITDA, with unused amounts permitted to be carried forward to next succeeding fiscal year, subject to a maximum in any fiscal year not to exceed an amount to be agreed;

d. to the extent constituting a Restricted Payment or transactions with Affiliates, management fees payable pursuant to the TCP Director Agreement;

e. so long as no event of default then exists or would result therefrom a general Restricted Payment basket equal to an aggregate amount not to exceed the greater of $10 million and 15% of Adjusted EBITDA;

f. debt payments in respect of any "earn outs" or other indebtedness incurred by any Borrower and/or any Restricted Subsidiary consisting of the deferred purchase price of property acquired in any Permitted Acquisition; and

g. So long as no event of default then exists or would result therefrom, dividends or distributions to permit PRTH to make any cash dividends permitted under the Preferred Stock Facility in an amount not to exceed the sum of "Adjusted LIBOR" (or benchmark of corresponding import applicable to the Preferred Stock Facility) + 5.00% per annum *multiplied by* the outstanding amount under the Preferred Stock Facility per annum.

In addition, the Credit Documents will include an Available Amount Basket (as defined below) that, in the absence of an event of default, may be used for (i) permitted investments (ii) Restricted Payments (subject to pro forma compliance with a (1) Consolidated Total Net Leverage Ratio of not more than 3.75:1.00), and (iii) Restricted Debt Payments (subject to pro forma compliance with a (1) Consolidated Total Net Leverage Ratio of not more than 3.75:1.00); provided that it is understood and agreed that the foregoing restrictions (other than no event of default) on the use of the Available Amount Basket shall only apply to the portion thereof referred to in clauses (i) and (ii) of the definition thereof below.

As used herein:

"***Available Amount Basket***" shall mean, as of any date of determination, a cumulative amount equal to the sum of (without duplication) (i) the greater of (A) $15 million and (B) 20% of Adjusted EBITDA plus (ii) an amount not less than zero equal to the percentage of excess cash flow described above under "Mandatory Prepayments – Excess Cash Flow" not required to be applied as an excess cash flow prepayment of the Loans for the applicable year (commencing with the fiscal year ending December 31, 2021), plus (iii) any qualified capital contributions to Holdings in cash (which have been contributed to the capital of a Borrower in the form of common equity) after the Closing Date (other than a Cure Amount and amounts otherwise applied for another purpose and excluding the Equity Contribution), plus (iv) returns on investments made using the Available Amount Basket actually received in cash by a Borrower or a Restricted Subsidiary (other than tax distributions received from an Unrestricted Subsidiary) (up to the amount of the original investment made), plus (v) any Declined Proceeds, plus (vi) the amount of any investment made by the Borrowers and/or any of their Restricted Subsidiaries in reliance on the Available Amount Basket (up to the amount of the original investment) in any Unrestricted Subsidiary that has been re-designated as a Restricted Subsidiary or that has been merged or consolidated into a Borrower or any of their Restricted Subsidiaries or the fair market value of the assets of any Unrestricted Subsidiary (as reasonably determined by the Borrower Representative) that have been transferred to a Borrower or any of their Restricted Subsidiaries or the amount of cash dividends made by an Unrestricted Subsidiary to a Borrower or any of their Restricted Subsidiaries (to the extent not included in Consolidated Net Income) or the net cash proceeds from the disposition of any Unrestricted Subsidiary received by a Borrower or any of their Restricted Subsidiaries (to the extent not included in Consolidated Net Income), plus (vii) the net cash proceeds initially received by a Borrower from debt and disqualified stock issuances that have been issued after the Closing Date and which have been exchanged or converted into qualified equity of Holdings (or any parent thereof).

"***Consolidated Total Debt***" will be defined as consolidated debt for borrowed money, purchase money indebtedness, capital leases, debt evidenced by bonds, notes, debentures, indentures, credit agreements and similar instruments, unreimbursed amounts owing in respect of letter of credit and similar facilities, and any guarantees of the foregoing items of Holdings, the Borrowers and their Restricted Subsidiaries

"*Unrestricted Cash*" will be defined as the unrestricted cash and cash equivalents of the Holdings, the Borrowers their Restricted Subsidiaries.

"***Consolidated Total Net Leverage Ratio***" will be defined as the ratio of (i) Consolidated Total Debt net of Unrestricted Cash to (ii) trailing four fiscal quarter Adjusted EBITDA.

"***Adjusted EBITDA***" will be defined substantially similar to the definition in Exhibit E.

"***Closing Date Total Net Leverage Ratio***" means the Consolidated Total Net Leverage Ratio determined as of the Closing Date.

Equity Cure Right:

For purposes of determining compliance with the Financial Covenant, any cash equity contribution (that is not "disqualified equity") made to Holdings (and substantially concurrently contributed to a Borrower) after the last day of any fiscal quarter and on or prior to the day that is ten business days after the day on which financial statements are required to be delivered in respect of that fiscal quarter (the "***Cure Date***") will, at the request of the Borrower Representative, be included in the calculation of Adjusted EBITDA solely for the purposes of determining compliance with the Financial Covenant at the end of such fiscal quarter and any subsequent period that includes such fiscal quarter (any such equity contribution, a "***Cure Amount***"); provided (a) the Borrower Representative shall be permitted to request that a Cure Amount be included in the calculation of Adjusted EBITDA with respect to any fiscal quarter (i) no more than twice during any consecutive four fiscal quarter period, and (ii) no more than five times in the aggregate during the term of the Credit Facilities, (b) each Cure Amount will be no greater than the amount required to cause Holdings to be in compliance with the Financial Covenant, (c) all Cure Amounts and the use of proceeds thereof will be disregarded for all other purposes under the Credit Documents (including determining pricing or the availability or amount of any covenant basket, carve-out or compliance on a pro forma basis with the Financial Covenant or any other ratio), and (d) there shall be no pro forma or other reduction of indebtedness (including by way of cash netting) using the proceeds of any Cure Amount in determining the Financial Covenant (or any other leverage ratio) for the applicable fiscal quarter in which the cure was made. Notwithstanding the foregoing, and for the avoidance of doubt, upon the receipt of a Cure Amount as provided above, any default or event of default with respect to the Financial Covenant shall be deemed to have been cured and no longer continuing.

The Credit Documents will contain a standstill provision prohibiting the exercise of remedies related to any breach of the Financial Covenant during the period in which any Cure Amount may be contributed after delivery of written notice to the Administrative Agent of the Borrower's intention to cure the Financial Covenant with the proceeds of a Cure Amount; provided that such standstill shall apply solely in respect of the breach of the Financial Covenant giving rise thereto, and to the extent the applicable Cure Amount has not been made prior to the applicable Cure Date, such standstill shall end when such Cure Amount may no longer be timely made in respect of such fiscal quarter. No Revolving Lender, Swingline Lender or Issuing Bank, as applicable, shall be required to fund any Revolving Loans or Swingline Loans or issue (or increase) any Letters of Credit, as applicable, during such standstill period.

Events of Default:	Limited to the following (applicable to Holdings, the Borrowers and their Restricted Subsidiaries): nonpayment of principal when due; nonpayment of interest, fees, premium and other amounts after five (5) business days; inaccuracy of a representation or warranty in any material respect (or in all respects if such representation or warranty is qualified by materiality) when made or deemed made; violation of a covenant (subject, in the case of (A) affirmative covenants (other than notices of default, use of proceeds and the covenant to maintain the organizational existence of Holdings and the Borrowers), to a grace period of thirty (30) days following the earlier of (x) written notice from the Administrative Agent and (y) a responsible officer of a Borrower obtaining actual knowledge thereof and (B) Financial Covenant, shall not constitute an event of default with respect to the Term Loan Facility unless the loans under the Revolving Credit Facility have been accelerated); cross default and cross-acceleration to other material indebtedness in an amount in excess of the greater of $10,000,000 and 15% of Adjusted EBITDA (after all applicable grace and notice periods, and provided that such event or condition with respect to such other material indebtedness is not remedied and is not waived by the holders of such material indebtedness prior to any termination of commitments or acceleration of loans); bankruptcy events with respect to Holdings, the Borrower or a material Restricted Subsidiary; ERISA events subject to Material Adverse Effect; unpaid, uninsured, final judgments in an amount in excess of the greater of $10,000,000 and 15% of Adjusted EBITDA that have not been vacated, discharged, stayed or bonded pending appeal within 60 days from the entry thereof; invalidity of any material guarantee, lien on a material portion of the Collateral (with an exception for the Collateral Agent's failure to file a UCC continuation statement) or any Credit Documents (including any intercreditor or subordination agreement); and a change of control.

Conditions Precedent to Borrowings and Issuances on the Closing Date:	The availability of the initial borrowing and other extensions of credit under the Credit Facilities on the Closing Date will be subject to (i) the execution and delivery of definitive documentation for the Credit Facilities, including closing certificates (including a solvency certificate substantially in the form of Exhibit D hereto attesting to the solvency on the Closing Date of the Borrowers and their respective subsidiaries on a consolidated basis, after giving effect to the Closing Date Transactions), customary borrowing notices, customary good standing certificates, customary corporate resolutions, customary secretary's certificates (attaching such resolutions, charter documents and incumbency certifications), customary legal opinions with respect to the Credit Facilities and, customary collateral documentation (including a non-recourse pledge by PRTH over all of the equity interests of Holdings held by PRTH) and other documentation customary for transactions of this type (the "***Credit Facilities Documentation***"), in each case, consistent with the Commitment Letter and the Fee Letter (and otherwise in form and substance reasonably satisfactory to the Commitment Parties to the extent not specified herein or therein) and (ii) the conditions precedent set forth under the heading "Conditions to all Borrowings and Issuances" below and in the Summary of Additional Conditions.
Conditions to all Borrowings and Issuances:	The making of each extension of credit under the Credit Facilities (other than the DDTL Term Loan Facility which shall be subject to the conditions set forth under the heading "Conditions to DDTL Funding Date" below) shall be conditioned upon (a) delivery of a customary borrowing notice, (b) the accuracy of representations and warranties in all material respects (subject to no double materiality standard) and (c) the absence of defaults or events of default at the time of, or after giving effect to the making of, such extension of credit, subject to, in the case of clauses (b) and (c), customary "Sungard" limitations or as set forth above under the heading "Incremental Facilities" to the extent such extension of credit are the proceeds of an Incremental Facility and are being used to finance a Limited Condition Transaction.

Conditions to DDTL Funding Date:

The making of the DDTL Term Loans on the DDTL Funding Date shall be conditioned on:

(a) The Acquisition shall have been consummated, or substantially simultaneously with the borrowings under the DDTL Term Loan Facility and the issuance of the Acquisition Preferred Stock, shall be consummated, in accordance with the terms of the Merger Agreement, without giving effect to any modifications, amendments, consents or waivers by you thereto that are materially adverse to the Lenders without the prior consent of the Administrative Agent, such consent not to be unreasonably withheld, delayed or conditioned, (it being understood that (i) any reduction in the purchase price of, or consideration for, the Acquisition under the Merger Agreement shall not be deemed materially adverse to the interests of the Lenders so long as any reduction reduces the DDTL Term Loan Facility and the Acquisition Preferred Stock ratably (the "***DDTL Transactions***"), (ii) any increase in the cash purchase price of, or consideration for, the Acquisition under the Merger Agreement shall not be deemed materially adverse to the interests of the Lenders so long as any such increase is funded solely by an increase in the Equity Contribution and (iii) any amendment to the definition of "Company Material Adverse Effect" in the Merger Agreement shall be deemed to be materially adverse to the interests of the Lenders.

(b) The Equity Contribution shall have occurred as a result of the Merger substantially simultaneously with the DDTL Funding Date in accordance with the Merger Agreement as in effect on the date hereof.

(c) No event or events shall have occurred since the date of the Merger Agreement which individually or in the aggregate constitute a Company Material Adverse Effect (as defined in the Merger Agreement).

(d) The Administrative Agent shall have received (a)(i) the audited consolidated financial statements of the Group Companies (as defined in the Merger Agreement) for the fiscal years ended December 31, 2018, and December 31, 2019, together with the reports thereon by the Target's accountants (in each case, including a consolidated balance sheet and consolidated statements of income, cash flows and stockholders' equity) and (ii) the audited consolidated financial statements of the Group Companies for each fiscal year thereafter (in each case, including a consolidated balance sheet and consolidated statements of income, cash flows and stockholders' equity) to the extent and in the form required to be delivered to PRTH prior to the DDTL Funding Date pursuant to Section 5.3(b) of the Merger Agreement and (b)(i) the unaudited consolidated financial statements of the Group Companies for the nine (9) month period ended September 30, 2020 (including a consolidated balance sheet and a consolidated statement of income only) and (ii) the unaudited consolidated financial statements of the Group Companies for each quarterly period thereafter (including a consolidated balance sheet and a consolidated statement of income only) to the extent and in the form required to be delivered to PRTH prior to the DDTL Funding Date pursuant to Section 5.3(b) of the Merger Agreement (the information required by this clause d, the "***Required Information***").

(e) The Administrative Agent shall have received a pro forma consolidated balance sheet and related pro forma consolidated statement of income of PRTH as of and for the four-quarter period ending on the last day of the most recently completed four-fiscal quarter period for which financial statements are required to be delivered pursuant to clause (d)((b)(ii) above, prepared after giving effect to the DDTL Funding Date Transactions as if the DDTL Funding Date Transactions had occurred as of such date (in the case of such balance sheet) or at the beginning of such period (in the case of such statement of income).

(f) The Administrative Agent shall have received closing certificates (including a solvency certificate substantially in the form of Exhibit D hereto attesting to the solvency on the Closing Date of Holdings and its subsidiaries on a consolidated basis, after giving effect to the DDTL Transactions), a customary borrowing notice, customary good standing certificates, customary corporate resolutions, customary secretary's certificates (attaching such resolutions, charter documents and incumbency certifications), customary legal opinions, customary collateral documentation, in each case, in form and substance reasonably satisfactory to the Administrative Agent.

(g) The Specified Representations (as defined below) shall be true and correct in all material respects (or, in the case of Specified Representations qualified by materiality, in all respects) and the Specified Purchase Agreement Representations (as defined below) shall be true and correct to the extent required by the terms of the definition thereof. For purposes hereof, "***Specified Representations***" means the representations and warranties set forth in the Credit Documents relating to organizational existence of the Borrowers and the Guarantors, as applicable; power and authority, due authorization, execution and delivery and enforceability, in each case, related to, the entering into and performance of the Credit Documents; no conflicts with or violations of organizational documents related to the entering into and performance of the Credit Documents; solvency as of the Closing Date (after giving effect to the Transactions) of the Borrowers and their respective subsidiaries on a consolidated basis (in form and scope consistent with the solvency certificate attached here as Exhibit D); Federal Reserve margin regulations; PATRIOT Act; use of proceeds not in violation of Sanctions (including those administered by OFAC) and anti-corruption laws (including FCPA); the Investment Company Act; and, subject to permitted liens and the provisions of clause (o) of this paragraph, creation, validity and perfection of security interests in the Collateral. For purposes hereof, "***Specified*** Merger ***Agreement Representations***" means such of the representations made by or with respect to the Target and its subsidiaries in the Merger Agreement as are material to the interests of the Lenders (in their capacity as such), but only to the extent that the Borrower Representative (or its affiliates) would, in the event of a breach or inaccuracy of any such representation or warranty, have the right (taking into account any applicable cure provisions) to terminate its or their obligations under the Merger Agreement to consummate the Acquisition (or otherwise decline to consummate the Acquisition) as a result of a breach of such representations in the Merger Agreement.

(h) There shall be no payment or bankruptcy defaults or events of default at the time of, and after giving effect to the making of, such DDTL Term Loans and the Transactions occurring on the DDTL Funding Date (collectively, the "***DDTL Transactions***").

(i) After giving effect to the DDTL Transactions, on a pro forma basis (excluding cash proceeds of any borrowings of such DDTL Term Loans), the Consolidated Total Net Leverage Ratio does not exceed 4.25:1.00.

(j) All fees required to be paid on the DDTL Funding Date pursuant to the Fee Letter and reasonable out-of-pocket expenses required to be paid on the DDTL Funding Date pursuant to the Commitment Letter shall, upon the borrowing of the DDTL Term Loans, and, in the case of expenses, to the extent invoiced at least two (2) business days prior to the DDTL Funding Date, have been paid (which amounts may, at the option of Borrower Representative, be offset against the proceeds of the DDTL Term Loans).

(k) The Borrowers shall have paid all accrued and unpaid interest on all then outstanding Initial Term Loans.

(l) The Administrative Agent and the Lead Arrangers shall have received at least 3 business days prior to the DDTL Funding Date all documentation and other information theretofore concerning the Target as has been reasonably requested in writing at least 10 calendar days prior to the DDTL Funding Date by the Administrative Agent that it reasonably determines is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the PATRIOT Act.

(m) Delivery of an officer's certificate by a responsible officer of the Borrower certifying to the satisfaction of clauses (b), (c) and (d).

(n) Substantially concurrently with the making of the DDTL Term Loans on the DDTL Funding Date, the proceeds of the Acquisition Preferred Stock shall have been funded. The Target Refinancing shall have been consummated, or substantially simultaneously with the borrowing under the DDTL Term Loan Facility, shall be consummated, and the Target and its subsidiaries shall, have no outstanding material indebtedness other than indebtedness advanced under the Credit Facilities, indebtedness permitted to remain outstanding permitted to the terms of the Merger Agreement, indebtedness permitted under the Credit Facilities and other indebtedness acceptable to the Administrative Agent in its reasonable discretion.

(o) The Administrative Agent shall have received customary lien and judgment searches with respect to the Target.

(p) With respect to the Credit Facilities, all documents and instruments necessary to establish the Collateral Agent as having a perfected first priority security interests (subject to Liens permitted under the Credit Documents) in the Collateral of the Target under the Credit Facilities shall have been executed or shall be executed substantially concurrently therewith and delivered *provided* that, notwithstanding anything to the contrary herein or otherwise, to the extent any security interest in any Collateral is not or cannot be perfected on the DDTL Funding Date (other than (i) the pledge and perfection of the security interest in the equity interests of the Target and each of its wholly-owned domestic material restricted subsidiaries with respect to which a lien may be perfected by the delivery of a stock or equivalent certificate representing such interests (together with stock powers or similar instruments of transfer endorsed in blank), provided however such physical stock or equivalent certificate with respect to Subsidiaries of the Target may not be received by the Collateral Agent until five (5) Business Days after the DDTL Funding Date and (ii) the pledge and perfection of a security interest in respect of assets pursuant to which a lien may be perfected by the filing of Uniform Commercial Code ("***UCC***") financing statements under the UCC (including, delivery of UCC financing statements in form suitable for filing) or customary filings with the U.S. Patent and Trademark Office or U.S. Copyright Office, as applicable, after the Borrower Representative's use of commercially reasonable efforts to do so without undue burden or expense), then the provision and/or perfection of a security interest in such Collateral shall not constitute a condition precedent to the availability of the DDTL Term Loans on the DDTL Funding Date, but instead shall be required to be delivered after the DDTL Funding Date in accordance with the requirements set forth in the covenant "additional collateral and guarantors" under the heading "Affirmative Covenants" above.

Assignments and Participations:

After the Closing Date, the Lenders will be permitted to assign (a) loans and/or commitments under the Term Loan Facility with the consent of the Borrower Representative and the Administrative Agent (in each case not to be unreasonably withheld, conditioned or delayed), and (b) loans and commitments under the Revolving Credit Facility with the consent of the Borrower Representative, the Issuing Banks, the Swing Line Lender and the Administrative Agent (in each case not to be unreasonably withheld, conditioned or delayed); *provided* that the consent of the Borrower Representative shall be deemed to have been given if the Borrower Representative has not responded within 10 business days of a request for such consent; and *provided, further*, that (A) no assignment may be made to (x) a Disqualified Lender (to the extent the list of Disqualified Lenders has been made available to any Lender that requests a copy thereof or a potential assignee), (y) except as set forth below, Holdings, the Borrowers or any affiliates of the entities described in this clause (y) or (z) natural persons; (B) no consent of the Borrower Representative shall be required (i) after the occurrence and during the continuance of a payment or bankruptcy event of default, (ii) with respect to any Term Loans, if such assignment is an assignment to another Lender, an affiliate of a Lender or an approved fund or (iii) with respect to the Revolving Credit Facility, if such assignment is an assignment to another Revolving Lender or an affiliate thereof and (C) no consent of the Administrative Agent shall be required with respect to assignment of any Loans or Commitments if such assignment is an assignment to another Lender, an affiliate of a Lender or an approved fund.

Each assignment (other than to another Lender, an affiliate of a Lender or an approved fund) will be in an amount of an integral multiple of $1,000,000 in the case of the Term Loan Facility and $2,500,000 in the case of the Revolving Credit Facility (or lesser amounts, if agreed between the Borrower and the Administrative Agent) or, if less, all of such Lender's remaining loans and commitments of the applicable class. Assignments will be by novation and will not be required to be pro rata among the Credit Facilities. The Administrative Agent shall receive a processing and recordation fee of $3,500 for each assignment (unless waived by the Administrative Agent).

The Lenders will be permitted to sell participations in loans and commitments (other than to the Holdings, the Borrowers or any affiliates of the foregoing, any natural person or Disqualified Lenders (to the extent the list of Disqualified Lenders has been made available to any Lender that requests a copy thereof)) without restriction in accordance with applicable law. Voting rights of participants shall be limited to matters set forth under "Amendments and Waivers" below with respect to which the unanimous vote of all Lenders (or all directly and adversely affected Lenders, if the participant is directly and adversely affected) would be required.

The Credit Documents shall provide that Term Loans may be purchased by and assigned to PRTH, Holdings, the Borrowers and/or any Restricted Subsidiary of the Borrowers on a non-pro rata basis through Dutch auctions open to all Lenders holding Term Loans on a pro rata basis in accordance with customary procedures to be agreed and/or open market purchases; provided, that:

(a) PRTH, Holdings, the Borrowers and/or any Restricted Subsidiary, as applicable, shall not be required to make a representation that, as of the date of any such purchase and assignment, it is not in possession of MNPI with respect to Holdings, the Borrower and/or any subsidiary thereof and/or any of their respective securities;

(b) in the case of any Dutch auction and/or open market purchase conducted by PRTH, Holdings, the Borrowers or any of their Restricted Subsidiaries, (i) the Revolving Credit Facility shall not be utilized to fund the assignment and (ii) no event of default has occurred and is continuing at the time of acceptance of bids for such Dutch auction or the entry into a binding agreement for such open market purchase; and

(c) any Term Loans acquired by PRTH, Holdings, the Borrowers or any of its Restricted Subsidiaries shall be immediately cancelled.

Notwithstanding anything herein or the Credit Documents to the contrary, the Administrative Agent shall not be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to Disqualified Lender (including whether any Lender or participant is a Disqualified Lender) or have any liability with respect to or arising out of any assignment or participation of loans to, or the restrictions on any exercise of rights or remedies of, any Disqualified Lender.

The Credit Documents shall contain provisions with respect to assignments to Disqualified Lenders in form and substance consistent with the LSTA recommended formulation.

Amendments and Waivers:

Amendments and waivers of the Credit Documents will require the approval of Lenders (the "***Required Lenders***") holding more than 50% of the aggregate amount of the loans and commitments under the Credit Facilities, except that (i) the consent of each Lender directly and adversely affected thereby shall be required with respect to only the following: (A) increases in or extensions of, the commitment of such Lender, (B) reductions of principal, interest, fees or other amounts, (C) extensions of scheduled amortization payments, final maturity or the date of payment of interest, fees or other amounts, (D) changes in pro rata payment and sharing provisions or the "payment waterfall" and (E) changes to the voting provisions, (ii) the consent of 100% of the Lenders will be required with respect to only the following: (A) reductions to any of the voting percentages and (B) releases of all or substantially all of the value of the Guaranty or releases of all or substantially all of the value of the Collateral, (iii) customary protections for the Administrative Agent and the Issuing Banks will be provided, (iv) any amendment or waiver that by its terms affects the rights or duties of Lenders holding loans or commitments of a particular class (but not the Lenders holding loans or commitments of any other class) will require only the requisite percentage in interest of the affected class of Lenders that would be required to consent thereto if such class of Lenders were the only class of Lenders, (v) only Lenders holding a majority of the loans and commitments under the DDTL Term Loan Facility shall have the ability to amend or waive any conditions precedent to the extension of credit under the DDTL Term Loan Facility, (vi) only Lenders holding a majority of the loans and commitments under the Revolving Credit Facility shall have the ability to amend or waive any conditions precedent to the extension of credit under the Revolving Credit Facility, (vii) the consent of each Lender that is directly and adversely affected will be required for any subordination of the liens on the Collateral under the security documents, (viii) the consent of each Lender that is directly and adversely affected will be required for any subordination of the payment priority of the obligations under the Credit Facilities to the obligations in respect of any other indebtedness and (ix) amendments, consents and waivers of the Financial Covenant (and financial definitions solely to the extent used therein) shall require the consent of holders of a majority of the exposure and unused commitments under the Revolving Credit Facility in lieu of the Required Lenders.

Cost, Yield Protection and Breakage Costs:	The Credit Documents will include customary tax gross-up, cost and yield protection provisions. Protection for increased costs imposed as a result of rules enacted or promulgated under the Dodd-Frank Act or adoption of Basel III shall be included regardless of the date enacted, adopted or issued. The obligation of the Borrower and the Guarantors to gross-up for and/or to indemnify Lenders for taxes imposed on payments will be subject to the customary mitigation requirements and other exceptions, including customary requirements to provide applicable tax related documentation.
Non-Consenting and Defaulting Lenders:	The Credit Documents shall contain customary provisions for prepaying and terminating the commitment of, or replacing defaulting Lenders, Lenders seeking tax gross ups or cost and yield protection payments or payment of increased costs and non-consenting Lenders in connection with amendments and waivers requiring the consent of all relevant Lenders, or of all relevant Lenders directly affected thereby so long as Lenders under the relevant Credit Facilities (or tranches, as applicable) holding more than 50% of the aggregate amount of the loans and commitments under the relevant Credit Facilities (or tranches, as applicable) shall have consented thereto.

Indemnity and Expenses:

The Borrowers shall pay promptly following written demand (including documentation reasonably supporting such request) (a) all reasonable and documented out- of-pocket expenses of (i) the Administrative Agent and the Commitment Parties associated with syndication of the Credit Facilities and the preparation, execution and delivery of the Credit Documents and (ii) the Administrative Agent associated with the administration of the Credit Documents and any amendment, consent or waiver with respect thereto (but in the case of this clause (a) limited, in the case of legal fees and expenses, to the reasonable fees, disbursements and other charges of one primary counsel to the Administrative Agent and the Commitment Parties, taken as a whole, and one local counsel in each applicable jurisdiction) and (b) all reasonable and documented out-of-pocket expenses of the Administrative Agent, the Issuing Banks and the Lenders (but limited, in the case of legal fees and expenses, to the fees, disbursements and other charges of one counsel to the Administrative Agent, the Issuing Bank and the Lenders, taken as a whole (and, in the case of an actual or perceived conflict of interest, one additional counsel to each group of similarly affected parties, taken as a whole) and, if reasonably necessary, one local counsel in each relevant jurisdiction) in connection with the enforcement of the Credit Documents or protection of rights thereunder.

The Borrowers will indemnify the Administrative Agent, the Commitment Parties, the Lenders and their affiliates, and the directors, officers, employees, counsel, agents, advisors and other representatives of the foregoing, and hold them harmless from and against any and all losses, liabilities, damages, claims and reasonable and documented or invoiced out-of-pocket fees and expenses (including reasonable fees, disbursements and other charges of one counsel for all indemnified parties and, if necessary, one firm of local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions) for all indemnified parties (and, in the case of an actual or perceived conflict of interest, one additional counsel to each group of similarly affected parties, taken as a whole), of another firm of counsel for such affected indemnified person)) of any such indemnified person arising out of or relating to the financing contemplated hereby or the use or the proposed use of proceeds thereof, the transactions in connection therewith, or any claim or any litigation, investigation or other proceeding (a "***Proceeding***") relating to any of the foregoing (regardless of whether such indemnified person is a party thereto and whether or not such Proceedings are brought by a Borrower, its equity holders, its affiliates, creditors or any other third person); provided that no indemnified person will be indemnified for any liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses or disbursements to the extent it has resulted from (i) the gross negligence, bad faith or willful misconduct of such indemnified person (as determined by a court of competent jurisdiction in a final and non-appealable decision), (ii) a material breach of the Credit Documents by any such indemnified person or any of its Related Indemnified Persons (as determined by a court of competent jurisdiction in a final and non-appealable decision) or (iii) disputes solely between and among indemnified persons or any of its Related Indemnified Persons to the extent such disputes do not arise from any act or omission of the Borrowers or any of their restricted subsidiaries or affiliates (other than claims against an indemnified person acting in its capacity as an agent or arranger or similar role under the Credit Facilities).

Governing Law, Jurisdiction, Waiver of Jury Trial and Judgment Currency:	New York law shall govern the Credit Documents, except with respect to certain security documents where applicable local law is necessary for enforceability or perfection *provided* that, solely with respect to the funding of the satisfaction of the conditions for the DDTL Funding Date, (a) the interpretation of the definition of "Company Material Adverse Effect" (as defined in the Merger Agreement) and whether there shall have occurred a "Company Material Adverse Effect", (b) whether the Acquisition Agreement Representations are accurate and whether as a result of a breach or inaccuracy thereof you (or your affiliate) have the right to terminate your (or its) obligations under the Acquisition Agreement, or decline to consummate the transactions contemplated by the Acquisition Agreement and (c) whether the Acquisition has been consummated in accordance with the terms of the Merger Agreement (collectively, the "Acquisition Related Matters"), in each case, shall be governed by, and construed in accordance with, the Laws (as defined in the Merger Agreement) of the State of Delaware as applied to the Merger Agreement, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of Laws (as defined in the Acquisition Agreement) of another jurisdiction (the "Acquisition Agreement Governing Law").. The Credit Documents will provide that the parties to the Credit Documents will submit to the exclusive jurisdiction and venue of the federal and state courts of the State of New York in the Borough of Manhattan and appellate courts therefrom and shall waive any right to trial by jury.
Counsel to the Lead Arrangers and Administrative Agent:	White & Case LLP.

Interest Rates:

The interest rates under the Credit Facilities will be as follows:

At the option of the Borrower, loans will bear interest at ABR or Adjusted LIBOR, as described below, (x) initially at the applicable margin set at Level I below and (y) following the delivery of the first financial statements and related certificate for the first full fiscal quarter after the Closing Date, the relevant applicable margin set at the respective level indicated below based upon the Total Net Leverage Ratio set forth opposite thereto (the "Applicable Margin"):

LevelTotal Net Leverage RatioABR Applicable MarginAdjusted LIBOR Applicable MarginIGreater than or equal to 3.75 to 1:003.75%4.75%IILess than 3.75 to 1:00 and equal to or greater than 3.25 to 1:003.50%4.50%IIILess than 3.25 to 1:003.25%4.25%

The Borrower may elect interest periods of 1, 2, 3 or 6 months (or, if agreed by all relevant Lenders, 12 months or a period shorter than one month) for Adjusted LIBOR borrowings.

Calculation of interest shall be on the basis of the actual days elapsed in a year of 360 days (or 365 or 366 days, as the case may be, in the case of ABR loans where the applicable rate is determined pursuant to clause (i) of the definition of ABR).

Interest shall be payable in arrears (a) for loans accruing interest at a rate based on Adjusted LIBOR, at the end of each interest period and, for interest periods of greater than 3 months, every three months, and on the applicable maturity date and (b) for loans accruing interest based on the ABR, quarterly in arrears and on the applicable maturity date.

"ABR" is the Alternate Base Rate, which is the highest of (i) the rate of interest established by the Administrative Agent, from time to time, as its "prime rate", (ii) the Federal Funds Rate plus 1/2 of 1.00% per annum, (iii) the one-month Adjusted LIBOR (after taking into account the Adjusted LIBOR floor referenced below) rate plus 1.00% per annum and (iv) 0.00% per annum.

"Adjusted LIBOR" is the London interbank offered rate for dollars, adjusted for statutory reserve requirements; provided that Adjusted LIBOR shall not be less than 0.00% per annum (with LIBOR replacement provisions consistent with the ARRC "hardwired" approach).

Letter of Credit Fee:	A per annum fee equal to the spread over Adjusted LIBOR under the Revolving Credit Facility will accrue on the aggregate face amount of outstanding letters of credit under the Revolving Credit Facility, payable in arrears at the end of each quarter and upon the termination of the respective letter of credit, in each case for the actual number of days elapsed over a 360-day year. Such fees shall be distributed to the Lenders under the Revolving Credit Facility pro rata in accordance with the amount of each such Lender's Revolving Credit Facility commitment, with exceptions for defaulting Lenders. In addition, the Borrower shall pay to each Issuing Bank, for its own account, (a) a fronting fee equal to 0.125% per annum upon of the aggregate face amount of outstanding letters of credit, payable in arrears at the end of each quarter and upon the termination of the Revolving Credit Facility, calculated based upon the actual number of days elapsed over a 360-day year, and (b) customary issuance and administration fees.

Commitment Fees:	The Borrowers shall pay a commitment fee of 0.50% per annum on the daily unused portion of the Revolving Credit Facility, payable quarterly in arrears commencing from the Closing Date, calculated based upon the actual number of days elapsed over a 360-day year. Such fees shall be distributed to the Lenders pro rata in accordance with the amount of each such Lender's Revolving Credit Facility commitment, with exceptions for defaulting Lenders. For purposes of the commitment fee calculations only, Swing Line Loans shall not be deemed to be a utilization of the Revolving Credit Facility.
DDTL Ticking Fee:	The Borrowers shall pay a ticking fee (the "***DDTL Ticking Fee***") to each Lender with respect to its commitment under the DDTL Term Loan Facility, commencing on the date (such date, the "***Ticking Fee Commencement Date***") that is 61 days after the Closing Date, calculated at rate per annum (calculated on the basis of the actual number of days elapsed in a year of 360 days), equal to (a) 25% of the Applicable Margin for DDTL Term Loans maintained as Adjusted LIBOR loans for the period commencing on the Ticking Fee Commencement Date to but excluding the earliest of (x) the 90th day after the Closing Date, (y) the DDTL Funding Date and (z) the date on which the commitments in respect of the DDTL Term Loan Facility are terminated, (b) 50% of the Applicable Margin for DDTL Term Loans maintained as Adjusted LIBOR loans for the period commencing on the date that is 91 days after the Closing Date to but excluding the earliest of (x) the 120th day after the Closing Date, (y) the DDTL Funding Date and (z) the date on which the commitments in respect of the DDTL Term Loan Facility are terminated and (c) 100% of the Applicable Margin for DDTL Term Loans maintained as Adjusted LIBOR rate loans for the period commencing on the date that is 121 days after the Ticking Fee Commencement Date to but excluding the earlier of (x) the DDTL Funding Date and (y) the date on which the commitments in respect of the DDTL Term Loan Facility are terminated, in each case, on the aggregate principal amount of the commitments held by it under the Commitment Letter in respect of the DDTL Term Loan Facility as in effect on the date hereof. The DDTL Ticking Fee will be payable quarterly in arrears and on the date of the termination of the DDTL Term Loan Facility (after giving effect to the funding of any DDTL Term Loans on such date).

Project Warrior

Summary of Additional Conditions[2]

The initial borrowings under the Credit Facilities on the Closing Date shall be subject to the satisfaction (or waiver by the applicable Initial Lenders) of the following conditions:

1. The Closing Date Refinancing shall have been consummated, or shall be consummated substantially simultaneously with the initial borrowing under the Credit Facilities.

2. The funding of the Closing Date Preferred Stock shall have been consummated, or shall have been consummated substantially simultaneously with the initial borrowing under the Credit Facilities, in at least the amount set forth in Exhibit A and on terms no less favorable to PRTH than the terms and conditions set forth in that that certain Preferred Stock Commitment Letter (including the exhibits, schedules and annexes thereto), dated as of March 5, 2021, among PRTH and Ares Capital Management LLC and Ares Alternative Credit Management LLC, as managers of certain funds and accounts, as in effect on the date hereof.

3. The Administrative Agent, the Lead Arrangers shall have received at least 3 business days prior to the Closing Date (x) all documentation and other information theretofore concerning Holdings, the Borrowers and the other Guarantors as has been reasonably requested in writing at least 10 calendar days prior to the Closing Date by the Administrative Agent, or the Lead Arrangers that they reasonably determine is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the PATRIOT Act and (y) a customary "beneficial ownership" certification in relation to the Borrowers.

4. The Lead Arrangers shall have received a pro forma consolidated balance sheet and related pro forma consolidated statement of income of PRTH, Holdings, the Borrowers and their Restricted Subsidiaries as of and for the twelve-month period ending on the last day of the most recently completed twelve-fiscal month period ended at least 45 days prior to the Closing Date, prepared after giving effect to Transactions as if the Transactions had occurred as of such date (in the case of such balance sheet) or at the beginning of such period (in the case of such statement of income).

5. The Lead Arrangers shall have received (a) the audited consolidated balance sheets of Holdings, the Borrowers and their Restricted Subsidiaries for the most recently completed fiscal year for which audited balance sheets are available, and the related audited consolidated statements of income and comprehensive income, changes in owner's equity and cash flows of PRTH, Holdings, the Borrowers and their Restricted Subsidiaries for the most recently completed fiscal year for which such audited consolidated statements and other information are available, (provided that the Lead Arranges acknowledge that they have received the financial statements described in this clause (a) for the fiscal year ended December 31, 2019 and (b) the unaudited consolidated balance sheets of Holdings, the Borrowers and their Restricted Subsidiaries for each quarterly period thereafter ended at least 45 days

[2] Capitalized terms used in this Exhibit C shall have the meanings set forth in the other Exhibits attached to the Commitment Letter to which this Exhibit C is attached (the "Commitment Letter"). In the case of any such capitalized term that is subject to multiple and differing definitions, the appropriate meaning thereof in this Exhibit C shall be determined by reference to the context in which it is used.

prior to the Closing Date and the related unaudited consolidated statements of income and cash flows for such period).

6. All fees required to be paid on the Closing Date pursuant to the Fee Letter and reasonable out-of-pocket expenses required to be paid on the Closing Date pursuant to the Commitment Letter shall, upon the initial issuance and sale of notes and borrowings, as applicable, under the Credit Facilities and, in the case of expenses, to the extent invoiced at least 2 business days prior to the Closing Date (the "***Invoice Date***"), have been paid (which amounts may, at the option of Borrower, be offset against the proceeds of the initial funding of the Credit Facilities).

7. The Commitment Parties shall have received customary lien and judgment searches. All documents and instruments necessary to establish the Collateral Agent as having a perfected first priority (subject to permitted liens and other mutually agreed customary exceptions) security interests in the Collateral under the Credit Facilities shall have been executed.

8. Unless consented to by the Initial Lenders, the Closing Date shall not occur prior to forty-five (45) days from the Countersign Date.

9. The Borrowers shall have obtained a corporate credit rating or corporate family rating, as applicable, from Moody's Investors Service, Inc. and Standard & Poor's Financial Services, LLC, a subsidiary of S&P Global Inc.

10. The conditions precedent set forth under the heading "Conditions to DDTL Funding Date" in Exhibit B shall have been satisfied or will be satisfied substantially simultaneously with the Closing Date; provided, however that the condition precedent set forth in this paragraph 10 shall be automatically waived by the Initial Lenders if a Successful Syndication (as defined in the Fee Letter) has been achieved on or prior to the Closing Date on (but no worse than) the terms outlined in the Commitment Letter (including the Market Flex Provisions as outlined in the Fee Letter); provided further that the waiver of the condition precedent in this paragraph 10 shall in no way limit the Borrower's obligation to satisfy the conditions precedent on the DDTL Funding Date set forth under the heading "Conditions to DDTL Funding Date" in Exhibit B of the Commitment Letter.

EXHIBIT D

Project Warrior

Form of Solvency Certificate

SOLVENCY CERTIFICATE

[●], 2021

This Solvency Certificate (this "***Certificate***") is delivered pursuant to Section [●] of the Credit Agreement, dated as of the date hereof among Priority Holdings, LLC, a Delaware limited liability company ("***Holdings***" or the "***Borrower Representative***"), Truist Bank, as the Administrative Agent and the other Lenders parties thereto. Unless otherwise defined herein, capitalized terms used in this Certificate shall have the meanings set forth in the Credit Agreement.

I, [●], solely in my capacity as the Chief Financial Officer of the Borrower Representative, do hereby certify on behalf of Holdings and the Borrowers that as of the date hereof, after giving effect to the consummation of the Transactions contemplated by the Credit Agreement:

The sum of the debt (including contingent liabilities) of Holdings and its Restricted Subsidiaries, on a consolidated basis, does not exceed the present fair saleable value of the assets of Holdings and its Restricted Subsidiaries, on a consolidated basis.

The present fair saleable value of Holdings and its Restricted Subsidiaries, taken as a whole, is not less than the amount that will be required to pay the probable Liabilities (including contingent Liabilities) of Holdings and its Restricted Subsidiaries, on a consolidated basis, or their debts as they become absolute and matured.

The capital of Holdings and its Restricted Subsidiaries, on a consolidated basis, is not unreasonably small in relation to their business, on a consolidated basis, as contemplated on the date hereof.

Holdings and its Restricted Subsidiaries, on a consolidated basis, have not incurred and do not intend to incur, or believe that they will incur, debts including contingent obligations, beyond their ability to pay such debts as they become due (whether at maturity or otherwise).

For purposes of this Certificate, the amount of any contingent liability has been computed as the amount that, in light of all of the facts and circumstances existing as of the date hereof, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Statement of Financial Accounting Standards No. 5).

In reaching the conclusions set forth in this Certificate, I have made such other investigations and inquiries as I have deemed appropriate, having taken into account the nature of the particular business anticipated to be conducted by Holdings and its Restricted Subsidiaries after the consummation of the [Closing Date Transactions][DDTL Transactions] contemplated by the Credit Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, I HAVE EXECUTED THIS Certificate as of the date first written above.

_____

By: _____
Name: [●]
Title: Chief Financial Officer

ADJUSTED EBITDA DEFINITION[3]

1. "Adjusted EBITDA" means, for any period, an amount determined for Holdings and its Restricted Subsidiaries (or, when reference is made to another Person, for such other Person and its Subsidiaries) on a consolidated basis equal to (i) the sum, without duplication, of the amounts for such period of (a) Consolidated Net Income, plus, except with respect to clauses (n) and (r) below, to the extent reducing (and not added back to or excluded from) Consolidated Net Income, the sum of, without duplication:

2. (b) Consolidated Interest Expense,

3. plus (c) provisions for taxes based on income (including permitted tax payments) of Holdings and its Restricted Subsidiaries,

4. plus (d) total depreciation expense, and amortization expense and impairment charges (including amortization of intangible assets (including goodwill), amortization of deferred financing fees or costs) of Holdings and its Restricted Subsidiaries,

5. plus (e) [reserved];

6. plus (f) other non-Cash items (including non-Cash charges, costs, expenses and losses) reducing Consolidated Net Income (excluding any such non-Cash item to the extent that it represents an accrual or reserve for potential Cash items in any future period or amortization of a prepaid Cash item that was paid in a prior period or write-off or write-down or reserves with respect to current assets),

7. plus (g) any net loss from discontinued operations and any net after-tax loss on disposal of discontinued operations,

8. plus (h) other accruals, payments and expenses (including legal fees, costs and expenses), or any amortization thereof, related to the transactions contemplated by the Credit Documents (including all Transaction Costs), any Permitted Acquisitions, assets sales, investments, Restricted Payments, Restricted Debt Payments, issuances of indebtedness or capital stock permitted under the Credit Documents or repayment of debt, refinancing transactions or any amendments or other modifications of any indebtedness, in each case, to the extent such amounts are actually paid in Cash during such period (including, for the avoidance of doubt, any such transaction consummated on the Closing Date and any such transaction proposed or undertaken but not completed),

9. plus (i) any reasonably documented restructuring and integration costs reasonably attributable to the Merger Agreement, any Permitted Acquisition, any investment or any asset sale permitted under the Credit Documents that are (i) related to the closure, integration and/or consolidation of information technology or facilities, employee termination, or moving or relocating assets, (ii) related to the discontinuance of any portion of operations acquired in a Permitted Acquisition to the extent such discontinuance is initiated within twelve (12) months of, and the costs thereof incurred no later than eighteen (18) months of, the consummation of such Permitted Acquisition, (iii) related to recruitment, retention, relocation and severance as set forth in the Model and lender presentation or (iv) otherwise

[3] Capitalized terms used in this Exhibit E shall have the meanings set forth in the other Exhibits attached to the Commitment Letter to which this Exhibit E is attached (the "Commitment Letter"). In the case of any such capitalized term that is subject to multiple and differing definitions, the appropriate meaning thereof in this Exhibit D shall be determined by reference to the context in which it is used.

approved by Administrative Agent in its sole discretion, in each case, to the extent such amounts are actually paid in Cash during such period (including, for the avoidance of doubt, any such transaction consummated on the Closing Date and any such transaction proposed or undertaken but not completed); provided that any adjustments or addbacks under this clause (i) in any period of four consecutive Fiscal Quarters, shall not, together with the adjustments and addbacks pursuant to clause (r) below, exceed 25% of Adjusted EBITDA (determined before giving effect to such adjustments and addbacks),

10. plus (j)(i) non-Cash charges relating to employee benefit or other management compensation plans of any direct or indirect parent of Holdings (solely to the extent such non-Cash charges relate to plans of any direct or indirect parent of Holdings for the benefit of members of the board of directors of Holdings (in their capacity as such) or employees of Credit Parties and their Restricted Subsidiaries), any other Credit Party or any of its Restricted Subsidiaries or (ii) any non-Cash compensation charge and other non-Cash expenses or charges arising from any grant, issuance or repricing of stock appreciation or similar rights, stock, stock options, restricted stock or other equity based awards of any direct or indirect parent of Holdings (to the extent such non-Cash charges relate to plans of any direct or indirect parent of Holdings for the benefit of members of the board of directors of Holdings (in their capacity as such) or employees of Credit Parties and their Restricted Subsidiaries), any other Credit Party or any of its Restricted Subsidiaries, in each case, excluding any non-Cash charge to the extent that it represents an accrual of or reserve for Cash expenses in any future period or amortization of a prepaid Cash expense incurred in a prior period,

11. plus (k) any non-recurring or unusual costs, expenses or charges actually paid in Cash during such period,

12. plus (l) [reserved],

13. plus (m) legal fees and expenses (excluding any judgments) actually paid in Cash during such period in connection with litigation involving the Credit Parties and their Restricted Subsidiaries; provided that any adjustments or addbacks under this clause (m) in any period of four consecutive Fiscal Quarters, shall not exceed $3,000,000;

14. plus (n) to the extent not already included in the Consolidated Net Income of Holdings and its Restricted Subsidiaries, any claim for business interruption insurance for a loss occurring during such period to the extent (x) the proceeds of such insurance are actually received during such period or (y) the applicable insurance carrier has not denied coverage of such claim in writing and such loss is in fact reimbursed within 365 days of the date of such loss (with a deduction in the immediately succeeding period for any amount so added back to the extent not so reimbursed within such 365 days),

15. plus (o) Cash expenses of Holdings and/or its Restricted Subsidiaries incurred during such period to the extent reimbursed in Cash by any Person (other than Holdings and/or its Restricted Subsidiaries or any owners, directly or indirectly, of capital stock therein) during such period pursuant to indemnification or other reimbursement provisions in favor of Holdings and/or its Restricted Subsidiaries in connection with any investment permitted under the Credit Documents, any Permitted Acquisition or any asset sale permitted under the Credit Documents,

16. plus (p) net realized losses relating to mark-to-market of amounts denominated in foreign currencies resulting from the application of FASB ASC 830,

17. plus (q) the amount of any expense or reduction of Consolidated Net Income consisting of Restricted Subsidiary income attributable to minority interests or non-controlling interests of third

parties in any non-wholly-owned Restricted Subsidiary, *minus* the amount of dividends or distributions that are paid in Cash by such non-wholly-owned Restricted Subsidiary to such third party,

18. plus (r) (x) the amount of cost savings, operating expense reductions, other operating improvements and initiatives and synergies related to the Transactions that are reasonably identifiable, factually supportable and reasonably anticipated by the applicable Borrower in good faith to be realized within eighteen (18) months of the Closing Date (which will be added to Adjusted EBITDA as so projected until fully realized and calculated on a pro forma basis as though such cost savings, operating expense reductions, other operating improvements and initiatives and synergies had been realized on the first day of such period) and (y) the amount of cost savings, operating expense reductions, other operating improvements and initiatives and synergies resulting from or related to Permitted Acquisitions (including, for the avoidance of doubt, acquisitions occurring prior to the Closing Date), asset sales, divestitures, restructurings, cost savings initiatives and other similar initiatives, operational changes, and actions that are projected by the applicable Borrower in good faith to be reasonably anticipated to be realized within eighteen (18) months of the date of the consummation of such transaction or implementation of such restructuring or initiative (which will be added to Adjusted EBITDA as so projected until fully realized and calculated on a pro forma basis as though such cost savings, operating expense reductions, other operating improvements, operational changes and initiatives and synergies had been realized on the first day of such period), in the case of the preceding clauses (x) and (y), net of the amount of actual benefits realized during such period from such actions; provided that (A) any adjustments or addbacks under this clause (r) in any period of four consecutive Fiscal Quarters, shall not, together with the adjustments and addbacks pursuant to clause (i) above, exceed 25% of Adjusted EBITDA (determined before giving effect to such adjustments), (B) no amounts shall be added to the extent duplicative of any amounts that are otherwise added back in computing Adjusted EBITDA (or any other components thereof), whether through a pro forma adjustment or otherwise, with respect to such period and (C) such adjustments shall be specified in detail in the relevant compliance certificate, financial statement or other document provided to Administrative Agent or any Lender in connection herewith,

19. plus (s) Cash receipts (or any netting arrangements resulting in reduced Cash expenditures) not representing Adjusted EBITDA or Consolidated Net Income in any period to the extent non-Cash gains relating to such income were deducted in the calculation of Adjusted EBITDA pursuant to clause (ii)(a) below for any previous period and not added back,

20. plus (t) non-Cash charges relating to straight rent in accordance with GAAP,

21. plus (u) any cash or non-cash charge, expense or loss with respect to earn-out and contingent consideration obligations (including to the extent accounted for as bonuses or otherwise) and adjustments thereof and purchase price adjustments, in each case in connection with Permitted Acquisitions and investments, to the extent actually paid and expensed,

22. plus (v) any expenses, charges or losses that are covered by indemnification or other reimbursement provisions in connection with any investment, Permitted Acquisition or any asset sale permitted under the Credit Documents, to the extent actually reimbursed, or, so long as the applicable insurance carrier has not denied coverage of such expenses, charges or losses and that and only to the extent that such amount is (A) not denied by the applicable carrier in writing within 180 days and (B) in fact reimbursed within 365 days of the date of such evidence (with a deduction in the immediately succeeding period for any amount so added back to the extent not so reimbursed within such 365 days),

23. plus (w) fees and expenses incurred in connection with the consummation of the Transactions and paid on the Closing Date (or within sixty (60) days of the Closing Date),

24. plus (x) to the extent that any PRTH Specified Expenses (as defined below) would have been added back to Adjusted EBITDA pursuant to clauses (a) through (w) above had such charge, tax or expense been incurred directly by Holdings and its Restricted Subsidiaries, such PRTH Specified Expenses,

25. ***minus*** (ii) the sum, without duplication of the amounts for such period and to the extent included in arriving at such Consolidated Net Income, of

26. (a) other non-Cash items increasing Consolidated Net Income for such period (excluding any such non-Cash item to the extent it represents the reversal of an accrual or reserve for potential Cash items that reduced Adjusted EBITDA in any prior period), plus

27. (b) the amount of any minority interest income consisting of Restricted Subsidiary losses attributable to minority interests or non-controlling interests of third parties in any non-wholly-owned Restricted Subsidiary, plus

28. (c) any net gain from discontinued operations and any net after-tax gain on disposal of discontinued operations, plus

29. (d) capitalized customer acquisition costs (excluding Permitted Acquisitions and permitted joint venture investments), plus

30. (e) federal, state, local and foreign income tax credits and reimbursements received by Holdings or any of its Restricted Subsidiaries during such period, plus

31. (f) all gains (whether Cash or non-Cash) resulting from the early termination or extinguishment of indebtedness, plus

32. (g) the excess of actual Cash rent paid over rent expense during such period due to the use of straight line rent for GAAP purposes, plus

33. (h) net realized gains relating to mark-to-market of amounts denominated in foreign currencies resulting from the application of FASB ASC 830,

34. Notwithstanding anything to the contrary contained herein, for the purposes of determining Adjusted EBITDA for the fiscal quarters ended March 31, 2020, June 30, 2020, September 30, 2020 and December 31, 2020, (i) Adjusted EBITDA of Holdings and its Restricted Subsidiaries shall be deemed to be for each such fiscal quarter, $14,149,58.81, $14,448,764.97, $18,046,757.57 and $18,88,237.76, respectively and (ii) Adjusted EBITDA of Target and its Restricted Subsidiaries shall be deemed to be for each such fiscal quarter $8,612,594.21, $14,980,518.96, $15,247,330.49 and $15,037,189.79, respectively; provided that to the extent that any unaudited quarterly consolidated financial statements for Target have been delivered by the Borrower Representative pursuant to clause (d)(b)(ii) under the heading "Conditions to DDTL Funding Date" in Exhibit B to the Commitment Letter, the Borrower Representative shall provide the Administrative agent with the Adjusted EBITDA of the Target for each such fiscal quarter, together with a reasonably detailed calculation thereof, which amounts and calculations shall be reasonably satisfactory to the Administrative Agent, and such amounts shall be deemed to be Adjusted EBITDA of the Target for such fiscal quarters and included in all pro forma calculations of Adjusted EBITDA of Holdings for all purposes of the Credit Documents.

"Consolidated Interest Expense" means, for any period, total interest expense (including that portion attributable to capital leases in accordance with GAAP and capitalized interest including paid-in-

kind amounts) of Holdings and its Restricted Subsidiaries on a consolidated basis for such period, including all commissions, discounts and other fees and charges owed with respect to letters of credit and net costs under interest rate agreements and amortization or write off of deferred financing fees, debt issuance costs, debt discount or premium, commissions, fees and expenses, including commitment, letter of credit and administrative fees and charges with respect to the Facility and with respect to other indebtedness permitted to be incurred under the Credit Documents.

35. "Consolidated Net Income" means, for any period, (i) the net income (or loss) of Holdings and its Restricted Subsidiaries (or, when reference is made to another Person, for such other Person and its Subsidiaries) on a consolidated basis for such period taken as a single accounting period determined in conformity with GAAP (adjusted to reflect any PRTH Specified Expenses during such period as though such PRTH Specified Expenses had been incurred by Holdings and its Restricted Subsidiaries), minus (ii) the sum of, without duplication, (a) the income (or loss) of any Person (other than a Restricted Subsidiary) (x) in which any other Person (other than a Credit Party) has a joint interest (including any permitted joint venture) or (y) that is an Unrestricted Subsidiary, except to the extent of the amount of any dividends or other distributions actually paid in Cash or Cash Equivalents (or to the extent subsequently converted into Cash or Cash Equivalents) to Holdings and its Restricted Subsidiaries by such Person during such period, plus (b) the income (or loss) of any Person accrued prior to the date it becomes a Restricted Subsidiary of Holdings or is merged into or consolidated with Holdings or any of its Restricted Subsidiaries or that Person's assets are acquired by Holdings or any of its Restricted Subsidiaries (except to the extent required for any calculation of Adjusted EBITDA on a pro forma basis in accordance with the Credit Documents), plus (c) the income of any Restricted Subsidiary of Holdings (other than a Borrower or a Guarantor) to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that income is not at the time permitted by operation of the terms of its organizational documents or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that subsidiary, plus (d) any gains or losses, together with any related provision for taxes on such gain (or loss), realized in connection with any asset sales or other disposition or abandonment and any reserves relating thereto, in each case, not in the ordinary course of business, plus (e) any net unrealized gain (loss) (after any offset) resulting during such period from obligations under any interest rate agreement or other derivative instruments as determined in accordance with GAAP and the application of Statement of Financial Accounting Standards No. 133, plus (f) to the extent not included in clauses (a) through (e) above, any net extraordinary gains or net extraordinary losses for such period, plus (g) the cumulative effect of a change in accounting principles during such period to the extent included in Consolidated Net Income.

"Cash" means money, currency or a credit balance in any demand or deposit account, in each case, determined in accordance with GAAP.

"PRTH Specified Expenses" means any charges, taxes or expenses incurred or accrued by PRTH (or any direct or indirect parent company thereof) during any period that in the reasonable judgement of the Administrative Agent are attributable to the ownership or operations of Holdings and its Restricted Subsidiaries.

ARES CAPITAL MANAGEMENT LLC
245 Park Avenue
New York, New York 10167

ARES ALTERNATIVE CREDIT MANAGEMENT LLC
2000 Avenue of the Stars, 12th Floor
Los Angeles, California 90067

CONFIDENTIAL

March 5, 2021

Priority Technology Holdings, Inc.
2001 Westside Parkway, Suite 155
Alpharetta, Georgia 30004
Attention: Thomas Priore

Project Warrior

Preferred Stock Commitment Letter
Ladies and Gentlemen:

Priority Technology Holdings, Inc., a Delaware corporation (the "***Company***" or "***you***") has advised Ares Capital Management LLC (together with its managed funds and accounts, "***ACM***") and Ares Alternative Credit Management LLC (together with its managed funds and accounts, "***AACM***" and together with ACM, "***Ares***" or the "***Initial Investors***" and each individually, an "***Initial Investor***") that the Company intends to acquire via a merger (the "***Acquisition***"), directly or indirectly, 100% of the outstanding equity interests of Finxera Holdings, Inc., a Delaware corporation (together with its subsidiaries, the "***Target***"), pursuant to the Merger Agreement (as defined in the Transaction Description (as defined below)). You have further advised us that, in connection with the foregoing, you intend to consummate the other Transactions described in the Transaction Description attached hereto as Exhibit A (the "***Transaction Description***"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Transaction Description or the Summary of Principal Terms and Conditions attached hereto as Exhibit B (the "***Term Sheet***"; this preferred stock commitment letter, the Transaction Description, the Term Sheet and the Summary of Additional Conditions attached hereto as Exhibit C (the "***Summary of Additional Conditions***"), collectively, the "***Preferred Stock Commitment Letter***").

1. Commitment.

In connection with the Transactions, each of the Initial Investors hereby commits severally and not jointly, to purchase perpetual senior preferred equity securities of the Company having terms consistent with those described in the Term Sheet (the "***Senior Preferred Stock***") (i) to be issued in connection with the Closing Date Refinancing (the "***Initial Preferred Stock***" and the issuance and sale thereof and the Warrants (as defined in the Term Sheet), the "***Initial Preferred Stock Financing***") in an amount equal to (x) in the case of ACM, $90.0 million and (y) in the case of AACM, $60.0 million, (ii) to be issued in connection with the Acquisition (the "***Acquisition Preferred Stock***" and the issuance and sale thereof, the "***Acquisition Preferred Stock Financing***") in an amount equal to (x) in the case of ACM, $30.0 million and (y) in the case of AACM, $20.0 million and (iii) available to be issued in connection with one or more Permitted Acquisitions (as defined in the Term Sheet) by Holdings or its subsidiaries (the "***Delayed Preferred Stock***" and the issuance and sale thereof, the "***Delayed Preferred Stock Financing***" and together with the Initial Preferred Stock Financing and the Acquisition Preferred Stock

Financing, the "***Preferred Stock Financing***") in an amount equal to (x) in the case of ACM, $30.0 million and (y) in the case of AACM, $20.0 million, in each case, upon the terms set forth herein and subject to no conditions precedent other than (i) solely with respect to the Initial Preferred Stock, those set forth in Section 6 below, in the Section entitled "Conditions Precedent to Initial Preferred Stock Financing" in Exhibit B and in the Summary of Additional Conditions, (ii) solely with respect to the Acquisition Preferred Stock, in the Section entitled "Conditions Precedent to Acquisition Preferred Stock Financing" in Exhibit B (limited on the date of consummation of the Acquisition and the issuance and sale of the Acquisition Preferred Stock (the "***Acquisition Date***") as indicated therein) and (iii) solely with respect to the Delayed Preferred Stock, in the Section entitled "Conditions Precedent to Delayed Preferred Stock Financing" in Exhibit B.

2. Exclusivity.

During the period from and after the date hereof until the Outside Date (as defined below and as may be extended in accordance with the final sentence of this Section 2 or as may be mutually agreed by Ares and the Company) (the "***Exclusivity Period***"), the Company hereby agrees to work exclusively with Ares to effectuate the Preferred Stock Financing transactions contemplated hereby and agrees that it will not, directly or indirectly, (a) engage in any discussions with any other person or entity regarding an alternative investment (whether debt or equity) in the Company or any of its subsidiaries (other than the Credit Facilities not to exceed $630.0 million in the aggregate (including delayed draw commitments thereunder)) (an "***Alternative Transaction***"), (b) solicit or accept a proposal or commitment from another funding source in connection with an Alternative Transaction, (c) otherwise permit or encourage its subsidiaries and affiliates, or any of its or their respective officers, managers, directors, stockholders, affiliates, employees, agents, advisors and other representatives, to knowingly solicit an Alternative Transaction or (d) otherwise permit or encourage another person to conduct due diligence in connection with an Alternative Transaction. The Company (x) shall and shall direct its affiliates and its and their respective officers, managers, directors, employees, agents, advisors and other representatives to work with Ares to complete all outstanding due diligence and to negotiate in good faith (to the extent Ares continues to wish to negotiate) definitive agreements in respect of the Preferred Stock Financing transactions contemplated hereby and (y) shall reasonably promptly inform Ares if the Company or any of its affiliates or representatives receives any inquiry, proposal or offer that would reasonably be expected to lead to an Alternative Transaction. The parties understand and agree that the restrictions outlined in this Section 2 also extend to the Company's and its subsidiaries' existing sources of capital, including equity holders and any potential or prospective modifications of existing credit facilities or obligations in connection with an alternative funding. On the Outside Date, the Exclusivity Period shall automatically extend by 30 additional days so long as at such date Ares continues to negotiate in good faith the definitive documentation for the Preferred Stock Financing (the "***Preferred Stock Documentation***") on the terms reflected herein.

3. Assignment.

Each Initial Investor reserves the right, prior to or after the date of the issuance and sale of the Initial Preferred Stock (the "***Closing Date***"), to assign all or a portion of such Initial Investor's commitments hereunder to one or more investment funds, financial institutions and other investors (together with the Initial Investors, the "***Investors***") identified by such Initial Investor; *provided* that we agree not to assign our commitments to Disqualified Institutions (as defined below). Notwithstanding each Initial Investor's right to assign all or a portion of its commitments hereunder, except as otherwise agreed by you in writing, (i) no Initial Investor shall be relieved, released or novated from its obligations hereunder (including its obligation to purchase the Initial Preferred Stock on the Closing Date and to

commit to purchase the Acquisition Preferred Stock and the Delayed Preferred Stock in accordance with the terms hereof) in connection with any assignment of the Senior Preferred Stock, including its commitments in respect thereof, until after the Closing Date has occurred, (ii) no assignment or novation by an Initial Investor shall become effective in respect of the Senior Preferred Stock until after the Closing Date has occurred, including, without limitation, as between you and such Initial Investor with respect to all or any portion of such Initial Investor's commitments hereunder and (iii) each Initial Investor shall retain exclusive control over all rights and obligations with respect to its commitments hereunder in respect of the Senior Preferred Stock, including all rights with respect to consents, modifications, supplements, waivers and amendments, until the Closing Date has occurred.

As used herein, "***Disqualified Institutions***" means (i) those investment funds, financial institutions and other investors, in each case separately identified by name in writing to the Initial Investors by you prior to the date hereof, (ii) competitors that, directly or through a controlled affiliate or subsidiary or portfolio company, are engaged in the same or substantially similar line of business as you or your subsidiaries or the Target and its subsidiaries and identified by name in writing by you to the holders of the Senior Preferred Stock from time to time (which list of competitors may be supplemented by you after the Closing Date by means of a written notice to the holders of the Senior Preferred Stock) or (iii) in the case of each of clauses (i) and (ii), any of their affiliates that are either (a) identified in writing by you from time to time to the holders of the Senior Preferred Stock or (b) clearly identifiable solely on the basis of the similarity of such affiliate's name; provided that (x) Disqualified Institutions referenced in clauses (ii) and (iii) (as clause (iii) pertains to clause (ii)) above shall not include a bona fide debt fund, investment vehicle, regulated bank entity or unregulated lending entity that is engaged in, or that advises funds or investment vehicles that are engaged in, making, purchasing, holding or otherwise investing in commercial loans, debt securities, preferred stock and similar extensions of credit or securities in the ordinary course of business which is managed, sponsored or advised by any person controlling, controlled by or under common control with any competitor of you, the Target and your and their respective subsidiaries or any affiliate of such competitor, but with respect to which no personnel involved with any investment in such person (other than a limited number of senior employees in connection with internal legal, compliance, risk management or credit practices) directly or indirectly makes, has the right to make or participates with others in making any investment decisions with respect to such debt fund, investment vehicle, regulated bank entity or unregulated lending entity and (y) any supplementations shall not apply retroactively to disqualify any parties that have previously acquired an assignment of the Senior Preferred Stock.

4. Information.

You hereby represent and warrant that (to your knowledge with respect to information relating to the Target and its subsidiaries): (a) all written information and written data other than customary pro forma projections of the Company and its subsidiaries (including, for the avoidance of doubt, the Target and its subsidiaries) for fiscal year 2021 and for each fiscal year thereafter during the term of the Credit Facilities (the "***Projections***"), budgets, estimates and other forward-looking information (other than information of a general economic or general or specific industry nature) that has been or will be made available to us, directly or indirectly, by you, or by any of your representatives in connection with the transactions contemplated hereby for use in evaluating such transactions (the "***Information***"), when taken as a whole, does not and will not, when furnished, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (giving effect to all supplements and updates thereto) and (b) the Projections have been or will be prepared in good faith based upon assumptions that are believed by you to be reasonable at the time such Projections are so

furnished; it being understood that the Projections are as to future events and are not to be viewed as facts, the Projections are subject to significant uncertainties and contingencies, many of which are beyond your control, that no assurance can be given that any particular Projections will be realized and that actual results during the period or periods covered by any such Projections may differ significantly from the projected results and such differences may be material. You agree that if, at any time prior to the Closing Date, you become aware that any of the representations and warranties in the preceding sentence would be incorrect in any material respect if the Information and the Projections were being furnished, and such representations and warranties were being made, at such time, then you will (or, with respect to Information or Projections with respect to the Target or any of its subsidiaries, subject to any applicable limitations on your rights under the Merger Agreement, you will use your commercially reasonable efforts to) promptly supplement or cause to be supplemented the Information and such Projections such that (and to your knowledge with respect to the Target and its subsidiaries) such representations and warranties are correct in all material respects under those circumstances at such time. Notwithstanding anything to the contrary contained in this Preferred Stock Commitment Letter or the Preferred Stock Fee Letter, none of the making of any representation under this Section 4, the making of any supplementation thereof, or the accuracy of any such representation shall constitute a condition precedent to the issuance and sale of the Initial Preferred Stock on the Closing Date.

5. Fees.

As consideration for the commitments of the Initial Investors hereunder, you agree to pay (or cause to be paid) the fees set forth in the Preferred Stock Fee Letter dated the date hereof among you and the Initial Investors (the "***Preferred Stock Fee Letter***") to the extent, on the terms and subject to the conditions expressly set forth therein. Once paid, such fees shall not be refundable under any circumstances.

6. Conditions.

The commitments of the Investors hereunder to purchase the Initial Preferred Stock are subject only to the conditions precedent set forth in the Section entitled "Conditions Precedent to Initial Preferred Stock Financing" in Exhibit B hereto and in the Summary of Additional Conditions, and upon satisfaction (or waiver by the Investors) of such conditions, the issuance and sale of the Initial Preferred Stock shall occur (it being understood that there are no other conditions (implied or otherwise) to the commitments hereunder in respect of the Initial Preferred Stock (including compliance with the terms of this Preferred Stock Commitment Letter, the Preferred Stock Fee Letter and the Preferred Stock Documentation).

7. Indemnity.

To induce the Initial Investors to enter into this Preferred Stock Commitment Letter and the Preferred Stock Fee Letter and to proceed with the Preferred Stock Documentation, you agree (a) to indemnify and hold harmless each Investor, their respective affiliates and the respective officers, directors, employees, members, partners, managers, investment managers, controlling persons, agents and other representatives of each of the foregoing and their respective successors and permitted assigns (each, an "***Indemnified Person***"), from and against any and all losses, claims, damages and liabilities and reasonable and documented or invoiced out-of-pocket expenses (including legal fees and expenses as set forth below), joint or several, to which any such Indemnified Person may become subject to the extent arising out of, resulting from or in connection with, this Preferred Stock Commitment Letter, the Preferred Stock Fee Letter, the Transactions or any related transaction contemplated hereby (including, without limitation, the Acquisition), the Preferred Stock Financing (or any portion thereof) or any use of

the proceeds thereof or any claim, litigation, investigation or proceeding (including any inquiry or investigation) relating to any of the foregoing (any of the foregoing, a "***Proceeding***"), regardless of whether any such Indemnified Person is a party thereto, whether or not such Proceedings are brought by you, the Target, your or its equity holders, affiliates, creditors or any other third person, and within 30 days following written demand therefor (together with reasonable backup documentation supporting such reimbursement) to reimburse each such Indemnified Person for any reasonable and documented or invoiced out-of-pocket legal expenses of one firm of counsel for all such Indemnified Persons, taken as a whole and, if reasonably necessary, of a single local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions) for all such Indemnified Persons, taken as a whole, and, solely in the case of an actual or perceived conflict of interest, one additional counsel in each applicable jurisdiction to each group of similarly situated Indemnified Persons affected by such conflict) and other reasonable and documented or invoiced out-of-pocket expenses incurred in connection with investigating, preparing to defend or defending against, or participating in, any of the foregoing; provided that the foregoing indemnity will not, as to any Indemnified Person, apply to losses, claims, damages, liabilities or related expenses to the extent that they have resulted from (i) the willful misconduct, bad faith or gross negligence of such Indemnified Person or any of its Related Indemnified Persons (as defined below) (as determined by a court of competent jurisdiction in a final and non-appealable decision), (ii) a material breach of the obligations of such Indemnified Person or any of its Related Indemnified Persons under this Preferred Stock Commitment Letter, the Term Sheet, the Preferred Stock Fee Letter or the Preferred Stock Documentation (as determined by a court of competent jurisdiction in a final and non-appealable decision), or (iii) disputes solely between and among Indemnified Persons to the extent such disputes do not arise from any act or omission of you or any of your affiliates and (b) on the Closing Date (to the extent an invoice therefor is received by the Invoice Date) or, if invoiced after the Invoice Date or if the Closing Date does not occur, within 30 days of receipt of an invoice therefor, to reimburse each Investor from time to time, for all reasonable and documented out-of-pocket expenses, travel expenses and reasonable fees, disbursements and other charges of a single counsel to the Investors, taken as a whole, identified in the Term Sheet and of a single local counsel to the Investors, taken as a whole, in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions)), in each case incurred in connection with the Preferred Stock Financing and the preparation, negotiation and enforcement of this Preferred Stock Commitment Letter, the Preferred Stock Fee Letter and the Preferred Stock Documentation (the foregoing clause (b), collectively, the "***Expenses***"). From time to time upon the reasonable request of the Company (and in any event, promptly after the Expenses of Ares and its advisors exceed $500,000 in the aggregate), Ares will provide the Company with an update with respect to the Expenses of Ares and its advisors. The foregoing provisions in this paragraph shall be superseded in each case thereby, by the applicable provisions contained in the Preferred Stock Documentation upon execution thereof and thereafter shall have no further force and effect.

For purposes hereof, a "***Related Indemnified Person***" of an Indemnified Person means (1) any controlling person or controlled affiliate of such Indemnified Person, (2) the respective directors, officers partners, members or employees of such Indemnified Person or any of its controlling persons or controlled affiliates and (3) the respective agents or representatives of such Indemnified Person or any of its controlling persons or controlled affiliates, in the case of this clause (3), acting on behalf or at the instructions of such Indemnified Person, controlling person, or such controlled affiliate; provided that each reference to a controlled affiliate, controlled person, director, officer or employee in this sentence pertains to a controlled affiliate, controlling person, director, officer or employee involved in the structuring or negotiation of the Preferred Stock Financing.

Notwithstanding any other provision of this Preferred Stock Commitment Letter, (i) no Indemnified Person shall be liable for any damages arising from the use by others of information or other materials obtained through internet, electronic, telecommunications or other information transmission systems, except to the extent that such damages have resulted from the willful misconduct, bad faith or gross negligence of such Indemnified Person or any of its Related Indemnified Persons as determined by a final, non-appealable judgment of a court of competent jurisdiction and (ii) without in any way limiting the indemnification obligations set forth above, none of us, you, any Indemnified Person or any affiliate of any of the foregoing, any officer, director, employee, agent, controlling person, advisor or other representative of the foregoing or any successor or permitted assign of any of the foregoing shall be liable for any indirect, special, punitive or consequential damages (including, without limitation, any loss of profits, business or anticipated savings) in connection with this Preferred Stock Commitment Letter, the Preferred Stock Fee Letter, the Transactions (including the Initial Preferred Stock Financing and the use of proceeds thereunder), or with respect to any activities related to the Preferred Stock Financing, including the preparation of this Preferred Stock Commitment Letter, the Preferred Stock Fee Letter and the Preferred Stock Documentation; provided that nothing in this paragraph shall limit your indemnification and reimbursement obligations expressly set forth herein to the extent such damages are part of a third party claim in connection with which such Indemnified Person is entitled to indemnification or reimbursement hereunder.

You shall not be liable for any settlement of any Proceeding effected without your consent (which consent shall not be unreasonably withheld, conditioned or delayed), but if settled with your consent or if there is a judgment by a court of competent jurisdiction in any such Proceeding, you agree to indemnify and hold harmless each Indemnified Person from and against any and all losses, claims, damages, liabilities, obligations, penalties, actions, judgments, suits and expenses by reason of such settlement or judgment in accordance with the other provisions of this Section 7.

You shall not, without the prior written consent of any Indemnified Person (which consent shall not be unreasonably withheld, conditioned or delayed), effect any settlement of any pending or threatened Proceeding in respect of which indemnity could have been sought hereunder by such Indemnified Person unless such settlement (i) includes an unconditional release of such Indemnified Person, in form and substance satisfactory to such Indemnified Person, from all liability or claims that are the subject matter of such Proceeding, and (ii) does not include any statement as to or any admission of fault, wrongdoing, culpability or a failure to act by or on behalf of any Indemnified Person.

8. Sharing of Information, Absence of Fiduciary Relationships, Affiliate Activities.

You acknowledge that the Investors and their respective affiliates may be providing debt financing, equity capital or other services (including, without limitation, financial advisory services) to other persons in respect of which you and your affiliates may have conflicting interests regarding the transactions described herein and otherwise. None of the Investors or their respective affiliates will use confidential information obtained from you by virtue of the transactions contemplated by this Preferred Stock Commitment Letter or their other relationships with you in connection with the performance by them or their respective affiliates of services for other persons, and none of the Investors or their respective affiliates will furnish any such information to other persons, except to the extent permitted below. You also acknowledge that none of the Investors or their respective affiliates has any obligation to use in connection with the transactions contemplated by this Preferred Stock Commitment Letter, or to furnish to you, confidential information obtained by them from other persons.

As you know, certain of the Investors may be full service securities firms engaged, either directly or through their respective affiliates, in various activities, including securities trading, commodities trading, investment management, financing and brokerage activities and financial planning and benefits counseling for both companies and individuals. In the ordinary course of these activities, certain of the Investors and their respective affiliates may actively engage in commodities trading or trade the debt and equity securities (or related derivative securities) and financial instruments (including bank loans and other obligations) of you and other companies which may be the subject of the arrangements contemplated by this Preferred Stock Commitment Letter for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities. Certain of the Investors or their respective affiliates may also co-invest with, make direct investments in, and invest or co-invest client monies in or with funds or other investment vehicles managed by other parties, and such funds or other investment vehicles may trade or make investments in securities of you or other companies which may be the subject of the arrangements contemplated by this Preferred Stock Commitment Letter or engage in commodities trading with any thereof.

The Investors and their respective affiliates may have economic interests that conflict with those of you. You agree that the Investors will act under this Preferred Stock Commitment Letter as independent contractors and that nothing in this Preferred Stock Commitment Letter or the Preferred Stock Fee Letter will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between the Investors and you, your equity holders or your affiliates with respect to the transactions contemplated by this Preferred Stock Commitment Letter. You hereby acknowledge that we are acting pursuant to this Preferred Stock Commitment Letter solely as a purchaser of the Senior Preferred Stock. You acknowledge and agree that (i) the transactions contemplated by this Preferred Stock Commitment Letter and the Preferred Stock Fee Letter are arm's-length commercial transactions between the Investors and, if applicable, their affiliates, on the one hand, and you and, if applicable, your affiliates, on the other, (ii) in connection with the transactions contemplated hereby and with the process leading to such transactions, each Investor and its applicable affiliates (as the case may be) has been, is or will be acting solely as a principal and not as agents or fiduciaries of you, your management, equity holders, creditors, affiliates or any other person, (iii) the Investors and their applicable affiliates (as the case may be) have not assumed an advisory or fiduciary responsibility or any other obligation in favor of you or your affiliates with respect to the transactions contemplated hereby or the process leading thereto (irrespective of whether the Investors or any of their respective affiliates have advised or are currently advising you on other matters) except the obligations expressly set forth in this Preferred Stock Commitment Letter and the Preferred Stock Fee Letter and (iv) you have consulted your own legal, tax and financial advisors to the extent you deemed appropriate. You further acknowledge and agree that you are responsible for making your own independent judgment with respect to such transactions and the process leading thereto. You agree that you will not claim that the Investors or their applicable affiliates, as the case may be, have rendered advisory services of any nature or respect, or owe a fiduciary or similar duty to you or your affiliates, in connection with such transactions or the process leading thereto. You further acknowledge and agree that the Investors and their respective affiliates do not provide tax, accounting or legal advice.

9. Confidentiality.

You agree that you will not disclose, directly or indirectly, the Preferred Stock Fee Letter and the contents thereof to any person or entity without the prior written approval of the Investors (such approval not to be unreasonably withheld, conditioned or delayed), except (a) to your officers, directors, agents, employees, attorneys, accountants, advisors, controlling persons or equity holders on a confidential and need-to-know basis, (b) if the Investors consent in writing to such proposed disclosure, (c) pursuant to the

order of any court or administrative agency in any pending legal, judicial or administrative proceeding, or otherwise as required by applicable law, regulation or compulsory legal process or to the extent requested or required by governmental and/or regulatory authorities, in each case based on the reasonable advice of your legal counsel (in which case you agree, to the extent practicable and not prohibited by applicable law, to inform us promptly thereof prior to disclosure) or (d) to the extent reasonably necessary or advisable in connection with the exercise of any remedy or enforcement of any right under this Preferred Stock Commitment Letter and/or the Preferred Stock Fee Letter; provided that (i) you may disclose the Preferred Stock Fee Letter (so long as the Preferred Stock Fee Letter is redacted in a customary manner reasonably satisfactory to the Investors) to the Target, its subsidiaries and their respective officers, directors, agents, employees, attorneys, accountants, advisors, or controlling persons or equity holders, on a confidential and need-to-know basis and (ii) you may disclose the aggregate fee amount contained in the Preferred Stock Fee Letter as part of Projections, pro forma information or a generic disclosure of aggregate sources and uses related to fee amounts related to the Transactions to the extent customary or required in offering and marketing materials for the Credit Facilities or in any public filing relating to the Transactions.

The Investors and their affiliates will use all confidential and other non-public information provided to them or such affiliates by or on behalf of you hereunder or in connection with the Acquisition and the Transactions solely for the purpose of negotiating, evaluating and consummating the Transactions and shall treat confidentially all such information and shall not publish, disclose or otherwise divulge, such information; provided that nothing herein shall prevent the Investors and their Representatives (as defined below) from disclosing any such information (a) pursuant to the order of any court or administrative agency or in any pending legal, judicial or administrative proceeding, or otherwise as required by applicable law, subpoena or compulsory legal process based on the advice of counsel (in which case the Investors agree (except with respect to any audit or examination conducted by accountants or regulatory or self-regulatory authority exercising routine examination or regulatory authority), to the extent practicable and not prohibited by applicable law, to inform you promptly thereof prior to such disclosure), (b) upon the request or demand of any regulatory or self-regulatory authority having or purporting to have jurisdiction over the Investors or any of their respective Representatives (in which case the Investors agree (except with respect to any audit or examination conducted by accountants or any regulatory or self-regulatory authority exercising examination or regulatory authority), to the extent practicable and not prohibited by applicable law, to inform you promptly thereof prior to disclosure), (c) to the extent that such information becomes publicly available other than by reason of disclosure by the Investors or any of their affiliates or any related parties thereto in violation of any confidentiality obligations owing to you or any of your affiliates (including those set forth in this paragraph), (d) to the extent that such information is received by the Investors from a third party that is not, to the Investors' knowledge, subject to contractual or fiduciary confidentiality obligations owing to you, the Target or any of your or its respective affiliates or related parties, (e) to the extent that such information is independently developed by the Investors without the use of any confidential information or any other information obtained in a manner that would otherwise violate the terms of this Preferred Stock Commitment Letter, (f) to the Investors' affiliates and to the Investors' and their affiliates' respective directors, officers, members, partners, managers, controlling persons, investment managers, financing sources, employees, legal counsel, independent auditors, attorneys, professionals, trustees, custodians and other experts or agents (collectively, together with their respective successors and permitted assigns, the "***Representatives***") who need to know such information in connection with the Transactions who are informed of the confidential nature of such information and have been advised of their obligation to keep such information confidential; provided that each Investor shall be responsible for its affiliates' and its and their respective directors, officers, financing sources, employees, legal counsel, independent auditors, professionals and other experts or agents compliance with this paragraph; provided further that unless you

otherwise consent (such consent not to be unreasonably withheld, conditioned or delayed), no such disclosure shall be made by the Investors, their respective affiliates or any of the Investors' or their affiliates' respective directors, officers, financing sources, employees, legal counsel, independent auditors, professionals and other experts or agents working on the financing contemplated by this Preferred Stock Commitment Letter to (x) any affiliates or directors, officers, employees, legal counsel, independent auditors, professionals and other experts or agents of the Investors that are engaged as principals primarily in private equity or venture capital (other than, in each case, such persons engaged by the Company as part of the Company's transaction, senior employees who are required, in accordance with industry regulations or the applicable Investor's internal policies and procedures, to act in a supervisory capacity and the applicable Investor's internal legal, compliance, risk management, credit or investment commitment members) or (y) Disqualified Institutions, (g) to potential or prospective Investors or assignees, in each case who agree to be bound by the terms of this paragraph (or language substantially similar to this paragraph); provided that the disclosure of any such information to any potential or prospective Investors or assignees referred to above shall be made subject to the acknowledgment and acceptance by such potential or prospective Investor or assignee that such information is being disseminated on a confidential basis (on substantially the terms set forth in this paragraph or as is otherwise reasonably acceptable to you), (h) in connection with the exercise of any remedy or enforcement of any right under this Preferred Stock Commitment Letter and/or the Preferred Stock Fee Letter, (i) for purposes of establishing a "due diligence" defense in any legal proceeding or (j) with your prior written consent. The Investors shall be permitted to place customary advertisements in financial and other newspapers and periodicals or on a home page or similar place for dissemination of customary information on the Internet or worldwide web as the Investors may choose, and circulate similar promotional materials, in the form of a "tombstone" or otherwise describing the names of the Company and its affiliates (or any of them), and the amount, type and closing date of the transactions contemplated hereby. The Investors' and their affiliates', if any, obligations under this paragraph shall terminate automatically and be superseded by the confidentiality provisions in the Preferred Stock Documentation upon the initial funding of the Initial Preferred Stock Financing thereunder; provided that, in any event, the provisions of this paragraph shall automatically terminate on the first anniversary of the date hereof. Additionally, you acknowledge and agree that the Investors and their Representatives may provide to industry trade organizations information with respect to all or any part of the Preferred Stock Financing that is customary for inclusion in league table measurements.

10. Miscellaneous.

This Preferred Stock Commitment Letter, the Preferred Stock Fee Letter and the commitments hereunder shall not be assignable by any party hereto without the prior written consent of each other party hereto (and any attempted assignment without such consent shall be null and void); *provided* in no event shall this paragraph be construed as limiting the right of any Investor to assign all or a portion of its commitment to its affiliates, managed accounts or funds as it deems appropriate to the extent such entity has expressly assumed all such assigned obligations of such Investor hereunder in writing reasonably acceptable to you or to assign all or any portion of its commitment in accordance with Section 3 hereof. This Preferred Stock Commitment Letter and the commitments hereunder are intended to be solely for the benefit of the parties hereto and their successors and permitted assigns (and Indemnified Persons) and are not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and their successors and permitted assigns (and Indemnified Persons) and are not intended to create a fiduciary relationship among the parties hereto. Subject to the limitations set forth in Section 3 above, the Investors reserve the right to allocate, in whole or in part, to their affiliates or branches certain fees payable to the Investors in such manner as the Investors and their affiliates or branches may agree in their sole discretion and, to the extent so employed, such affiliates and branches shall be entitled to the

benefits and protections afforded to, and subject to the provisions governing the conduct of, the Investors hereunder. Each Investor shall be liable solely in respect of its own commitment to purchase the Senior Preferred Stock, on a several, and not joint, basis with any other Investor. This Preferred Stock Commitment Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by each of the Investors and you. This Preferred Stock Commitment Letter may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Preferred Stock Commitment Letter by facsimile transmission or other electronic transmission (e.g., a "pdf" or "tif") shall be effective as delivery of a manually executed counterpart hereof. The words "execution," "execute," "signed," "signature," and words of like import in or related to this Preferred Stock Commitment Letter, the Preferred Stock Fee Letter or any other document to be signed in connection with this Preferred Stock Commitment Letter, the Preferred Stock Fee Letter and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Investors, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. This Preferred Stock Commitment Letter, together with the Preferred Stock Fee Letter, (i) are the only agreements that have been entered into among the parties hereto with respect to the Preferred Stock Financing and (ii) supersede all prior and/or contemporaneous understandings, whether written or oral, among you and us with respect to the Preferred Stock Financing and sets forth the entire understanding of the parties hereto with respect thereto. THIS PREFERRED STOCK COMMITMENT LETTER AND THE PREFERRED STOCK FEE LETTER AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER, INCLUDING THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF OR THEREOF, AND WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Each of the parties hereto agrees that (i) this Preferred Stock Commitment Letter is a valid and binding and enforceable agreement with respect to the subject matter contained herein (it being acknowledged and agreed that the commitments provided hereunder are subject to applicable conditions precedent, as set forth herein) and (ii) the Preferred Stock Fee Letter is a legally valid and binding agreement of the parties thereto with respect to the subject matter set forth therein, in each case, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law). Reasonably promptly after the execution of this Preferred Stock Commitment Letter, the parties hereto shall proceed with the negotiation in good faith of the Preferred Stock Documentation as soon as reasonably practicable for the purpose of executing and delivering the Preferred Stock Documentation substantially simultaneously with the consummation of the Closing Date Refinancing.

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS PREFERRED STOCK COMMITMENT LETTER OR THE PREFERRED STOCK FEE LETTER OR THE PERFORMANCE OF SERVICES HEREUNDER OR THEREUNDER.

Each of the parties hereto hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction of any New York State court or federal court of the United States of America, in each case, sitting in New York County, and any appellate court thereof, in any action or proceeding arising out of or relating to this Preferred Stock Commitment Letter, the Preferred Stock Fee Letter or the transactions contemplated hereby or thereby, or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such action or proceeding shall only be heard and determined in such New York State court or, to the extent permitted by law, in such federal court, (b) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Preferred Stock Commitment Letter, the Preferred Stock Fee Letter or the transactions contemplated hereby or thereby in any such New York State or in any such federal court, (c) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court and (d) agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties hereto agrees that service of process, summons, notice or document by registered mail addressed to you or us at the addresses set forth above shall be effective service of process for any suit, action or proceeding brought in any such court.

We hereby notify you that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001) (as amended, the "***PATRIOT Act***") and 31 C.F.R. §1010.230 (as amended, the "***Beneficial Ownership Regulation***"), each of the Investors may be required to obtain, verify and record information that identifies the Company, which information may include its name, addresses, tax identification number and other information that will allow each of the Investors to identify the Company in accordance with the PATRIOT Act and the Beneficial Ownership Regulation. This notice is given in accordance with the requirements of the PATRIOT Act and is effective for each of the Investors. You hereby acknowledge and agree that the Initial Investors shall be permitted to share any or all such information with the other Investors (or prospective Investors).

This paragraph and the exclusivity, indemnification, compensation (and fee provisions contained in the Preferred Stock Fee Letter), reimbursement, jurisdiction, governing law, venue, waiver of jury trial, information and confidentiality provisions contained herein and in the Preferred Stock Fee Letter and the provisions of Section 8 hereof, shall remain in full force and effect regardless of whether Preferred Stock Documentation shall be executed and delivered and notwithstanding the termination or expiration of this Preferred Stock Commitment Letter or the Investors' commitments hereunder; provided that your obligations under this Preferred Stock Commitment Letter (other than your understanding and agreements regarding no agency or fiduciary duty and your obligations with respect to (a) information (including supplementation and/or correcting Information and Projections), (b) compensation and expense reimbursement and (c) confidentiality of this Preferred Stock Commitment Letter, the Preferred Stock Fee Letter and the contents hereof and thereof) shall automatically terminate and be superseded by the provisions of the Preferred Stock Documentation upon the initial funding of the Initial Preferred Stock Financing and the payment of all amounts owing at such time hereunder and under the Preferred Stock Fee Letter, and you shall automatically be released from all liability in connection therewith at such time.

Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Preferred Stock Commitment Letter.

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms of this Preferred Stock Commitment Letter and of the Preferred Stock Fee Letter by returning to Ares executed counterparts hereof and of the Preferred Stock Fee Letter not later than 5:00 p.m., New York

City time, on March 5, 2021 (the "***Countersign Date***"). The Initial Investors' commitments hereunder will expire at such time in the event that Ares has not received such executed counterparts in accordance with the immediately preceding sentence prior to the Countersign Date. If you do so execute and deliver to us this Preferred Stock Commitment Letter and the Preferred Stock Fee Letter, we agree to hold our commitment available for you until the earlier of (x) 5:00 p.m., New York City time, on February 28, 2022 (the "***Outside Date***"), (y) the termination of the Merger Agreement and (z) the expiration or termination of the Debt Commitment Letter. In addition, this Preferred Stock Commitment Letter shall terminate upon any execution and delivery of the Preferred Stock Documentation. Upon the occurrence of any of the events referred to in the preceding two sentences, this Preferred Stock Commitment Letter and the commitments of each of the Investors hereunder shall automatically terminate unless the Investors shall, in their sole discretion, agree to an extension in writing.

[Remainder of this page intentionally left blank]

We are pleased to have been given the opportunity to assist you in connection with the financing for the Transactions.

Very truly yours,

ARES CAPITAL MANAGEMENT LLC, solely in its capacity as manager to certain funds and accounts

By____
Name:
Title:

ARES ALTERNATIVE CREDIT MANAGEMENT LLC, solely in its capacity as manager to certain funds and accounts

By____
Name:
Title:

Accepted and agreed to as of

the date first above written:

PRIORITY TECHNOLOGY HOLDINGS, INC.

By_____

Name:
Title:

EXHIBIT A

Project Warrior

Transaction Description

Capitalized terms used but not defined in this Exhibit A shall have the meanings set forth in the other Exhibits to the Preferred Stock Commitment Letter to which this Exhibit A is attached (the "***Preferred Stock Commitment Letter***") or in the Preferred Stock Commitment Letter. In the case of any such capitalized term that is subject to multiple and differing definitions, the appropriate meaning thereof in this Exhibit A shall be determined by reference to the context in which it is used.

a) On the Closing Date, that certain Credit and Guaranty Agreement, dated as of January 3, 2017, entered into by and among Priority Holdings, LLC, a wholly owned subsidiary of the Company ("***Holdings***"), the guarantors from time to time party thereto, and Goldman Sachs Specialty Lending Group, L.P., as administrative agent and lead arranger (as amended, restated, amended and restated, modified and/or supplemented from time through the date hereof) will be refinanced and all outstanding obligations thereunder will be repaid in full and all commitments and guaranties in connection therewith will be terminated or released (the "***Existing Subordinated Debt Refinancing***").

b) On the Closing Date, substantially all of the existing third party indebtedness for borrowed money of the Borrowers and their respective subsidiaries under that certain Credit and Guaranty Agreement, dated as of January 3, 2017, among Pipeline Cynergy Holdings, LLC ("***PCH***"), Priority Institutional Partner Services LLC ("***Priority Institutional***"), Priority Payment Systems Holdings, LLC ("***PPSH***", and together with PCH and Priority Institutional, the "***Borrowers***" and each individually, a "***Borrower***") (as amended, modified and supplemented from time to time through the date hereof, the "***Existing Credit Agreement***") will be refinanced and repaid in full and any and all commitments, guarantees and security interests in connection therewith shall be terminated or released (the "***Existing Credit Agreement Refinancing***" and together with the Existing Subordinated Debt Refinancing, the "***Closing Date Refinancing***").

c) On the Closing Date, the Borrowers will obtain, on a joint and several basis, senior secured credit facilities in an aggregate principal amount of approximately $630.0 million which will be comprised of (1) a senior secured first lien term loan facility in an aggregate principal amount of approximately $300.0 million (the "***Initial Term Loan Facility***"), (2) a senior secured revolving credit facility in an aggregate amount equal to $40.0 million (the "***Revolving Credit Facility***") and (3) a senior secured first lien delayed draw term loan facility in an aggregate principal amount of approximately $290.0 million (the "***DDTL Term Loan Facility***" and, together with the Initial Term Loan Facility and the Revolving Credit Facility, the "***Credit Facilities***"), on the terms described in, and pursuant to, the Commitment Letter, dated as of March 5, 2021 (including the exhibits thereto, the "***Debt Commitment Letter***"), by and among Holdings, Truist Bank and Truist Securities, Inc.

d) The Company will issue perpetual senior preferred stock in an aggregate issue price equal to approximately $250.0 million (certain material terms of which are summarized in the Term Sheet), which shall be comprised of (1) $150.0 million to be issued on the Closing Date, which shall be contributed to Holdings (the "***Initial Preferred Stock***"), (2) $50.0 million to be issued on the Acquisition Date (the "***Acquisition Preferred Stock***") and (3) up to $50.0 million available to be issued within 18 months of the Closing Date, in each case in accordance with the terms of this Preferred Stock Commitment Letter.

No later than February 28, 2022, the Company intends to acquire via merger, directly or indirectly, all of the outstanding equity interests of the Target pursuant to the Merger Agreement (as defined below).

In connection with the foregoing, it is intended that:

e) On the Acquisition Date, Stone Point Capital LLC and/or its controlled affiliates (the "***Sponsor***", and together with certain members of the Target's management and certain other investors arranged by and/or designated by the Sponsor that are reasonably acceptable to the Initial Investors, the "***Target Investors***"), will receive as merger consideration common equity of the Company in accordance with the Merger Agreement (the "***Equity Contribution***") in connection with the Acquisition.

f) On the Acquisition Date, pursuant to the Merger Agreement, dated as of March 5, 2021 (as amended in accordance with the terms of the Preferred Stock Commitment Letter and in effect from time to time, together with all exhibits, schedules, and disclosure letters thereto, collectively, the "***Merger Agreement***"), among Finxera Holdings, Inc. (the "***Target***"), the Company, Prime Warrior Acquisition Corp., a Delaware corporation ("***Merger Sub***"), and, solely in its capacity as the Representative, the Sponsor, Merger Sub will be merged with and into the Target, with the Target continuing as the surviving entity and becoming a direct or indirect wholly owned subsidiary of Holdings (the "***Acquisition***") in accordance with the terms of the Merger Agreement.

g) On the Acquisition Date, substantially all of the existing third party indebtedness for borrowed money of the Target will be refinanced and repaid in full and any and all commitments, guarantees and security interests in connection therewith shall be terminated or released (the "***Target Refinancing***").

h) The proceeds of the Initial Term Loan Facility and the Initial Preferred Stock will be applied on the Closing Date (i) to finance the Closing Date Refinancing and (ii) pay the fees and expenses in connection with the Transactions contemplated to occur on the Closing Date (such fees and expenses, the "***Closing Date Transaction Costs***") (the transactions referred to in clauses (i) and (ii), the "***Closing Date Transactions***"). The proceeds of the DDTL Term Loan Facility and the Acquisition Preferred Stock will be applied on the Acquisition Date (x) to pay the consideration in connection with the Acquisition, (y) to finance the Target Refinancing and (z) to pay the fees and expenses incurred in connection with the Acquisition and the other Transactions occurring on the Acquisition Date (such fees and expenses, the "***Acquisition Transaction Costs***" and, together with the Closing Date Transaction Costs, the "***Transaction Costs***") (the transactions referred to in clauses (x), (y) and (z), the "***Acquisition Date Transactions***").

The transactions described above (including the payment of Transaction Costs) are collectively referred to herein as the "***Transactions***".

EXHIBIT B

[To come]

Project Warrior

Summary of Additional Conditions[1]

The issuance and sale of the Initial Preferred Stock on the Closing Date shall be subject to the satisfaction (or waiver by the Investors) of the following conditions:

1. The Closing Date Refinancing shall have been consummated, or shall be consummated substantially simultaneously with the issuance and sale of the Initial Preferred Stock.

2. The Credit Facilities shall be on terms consistent in all material respects with the Debt Commitment Letter and that certain First Lien Fee Letter, dated as of March 5, 2021 (the "***Debt Fee Letter***"), by and among Holdings, Truist Bank and Truist Securities, Inc., each as in effect on the Countersign Date (and to the extent not expressly set forth therein, shall be reasonably satisfactory to the Investors), and shall have become effective. The funding of the Initial Term Loan Facility shall have been consummated, or shall have been consummated substantially simultaneously with the issuance and sale of the Initial Preferred Stock, in at least the amount set forth in Exhibit A and on the terms set forth in the Debt Commitment Letter. On the Closing Date, there shall be no revolving borrowings outstanding under the Credit Facilities other than to fund (x) the Closing Date Transaction Costs (not to exceed an amount to be agreed) and (y) original issue discount and upfront fees required to be funded on the Closing Date pursuant to the "Market Flex Provisions" in the Debt Fee Letter. After giving effect to the Transactions on the Closing Date, the Company and its subsidiaries shall have no indebtedness or preferred equity outstanding other than (i) indebtedness under the Credit Facilities and other indebtedness acceptable to the Investors and (ii) the Initial Preferred Stock.

3. The Investors shall have received at least 3 business days prior to the Closing Date (x) all documentation and other information theretofore concerning the Company as has been reasonably requested in writing at least 10 calendar days prior to the Closing Date by the Investors that they reasonably determine is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the PATRIOT Act and (y) to the extent the Company qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, a customary "beneficial ownership" certification in relation to the Company.

4. The Investors shall have received a pro forma consolidated balance sheet and related pro forma consolidated statement of income of the Company as of and for the twelve-month period ending on the last day of the most recently completed twelve-fiscal month period ended at least 45 days prior to the Closing Date, prepared after giving effect to the Transactions as if the Transactions had occurred as of such date (in the case of such balance sheet) or at the beginning of such period (in the case of such statement of income).

5. The Investors shall have received (a) (i) the audited consolidated balance sheets of the Company as at December 31, 2018 and December 31, 2019, and the related audited consolidated statements of income and comprehensive income, changes in owner's equity and cash flows of the Company for the years then ended (*provided* that the Investors acknowledge that they have received the financial statements described in clause (a)(i)), (ii) the audited consolidated balance sheets of the Company for each fiscal year thereafter ended at least 90 days prior to the Closing Date and the related audited

[1] Capitalized terms used in this Exhibit D shall have the meanings set forth in the other Exhibits attached to the Preferred Stock Commitment Letter to which this Exhibit D is attached (the "Preferred Stock Commitment Letter"). In the case of any such capitalized term that is subject to multiple and differing definitions, the appropriate meaning thereof in this Exhibit D shall be determined by reference to the context in which it is used.

consolidated statements of income and comprehensive income, changes in owner's equity and cash flows of the Company for the year then ended, (b) the unaudited consolidated balance sheets of the Company for each quarterly period thereafter ended at least 45 days prior to the Closing Date and the related unaudited consolidated statements of income and cash flows for such period, (c) the unaudited consolidated balance sheets of the Company as of each fiscal monthly period ending at least 30 days prior to the Closing Date and the related unaudited consolidated statements of income and cash flows for such monthly periods and for the comparable period in the immediately preceding fiscal year, (d) (i) the audited consolidated financial statements of the Group Companies (as defined in the Merger Agreement) for the fiscal years ended December 31, 2018, and December 31, 2019, together with the reports thereon by the Target's accountants (in each case, including a consolidated balance sheet and consolidated statements of income, cash flows and stockholders' equity) and (ii) the audited consolidated financial statements of the Group Companies for each fiscal year thereafter (in each case, including a consolidated balance sheet and consolidated statements of income, cash flows and stockholders' equity) to the extent and in the form required to be delivered to the Company prior to the Closing Date pursuant to Section 5.3(b) of the Merger Agreement, (e) (i) the unaudited consolidated financial statements of the Group Companies for the nine (9) month period ended September 30, 2020 (including a consolidated balance sheet and a consolidated statement of income only) and (ii) the unaudited consolidated financial statements of the Group Companies for each quarterly period thereafter (including a consolidated balance sheet and a consolidated statement of income only) to the extent and in the form required to be delivered to the Company prior to the Closing Date pursuant to Section 5.3(b) of the Merger Agreement and (f) within ten (10) days following the end of each calendar month ending prior the Closing Date, the statement of the consolidated monthly income of the Group Companies for each such calendar month ending after the Countersign Date.

6. All fees required to be paid on the Closing Date pursuant to the Preferred Stock Fee Letter and reasonable out-of-pocket expenses required to be paid on the Closing Date pursuant to the Preferred Stock Commitment Letter shall, upon the issuance and sale of the Initial Preferred Stock and, in the case of expenses, to the extent invoiced at least 2 business days prior to the Closing Date (the "***Invoice Date***"), have been paid (which amounts may, at the option of the Company, be offset against the proceeds of the initial funding of the Initial Preferred Stock).

7. Unless consented to by the Investors, the Closing Date shall not occur prior to forty-five (45) days from the Countersign Date.

8. The Borrowers shall have obtained a corporate credit rating or corporate family rating, as applicable, from Moody's Investors Service, Inc. and Standard & Poor's Financial Services, LLC, a subsidiary of S&P Global Inc.

9. The Preferred Stock Documentation shall have been executed and delivered by the Company and the Investors. The Company shall have filed the certificate of designations for the Senior Preferred Stock (the "***Certificate of Designations***") with the Secretary of State of the State of Delaware. The Company shall have delivered (or substantially simultaneously or concurrently with the issuance of the Initial Preferred Stock, shall deliver) to the Investors definitive certificates duly executed and representing the Initial Preferred Stock and the Warrants.

10. The conditions precedent set forth under the heading "Conditions Precedent to Acquisition Preferred Stock Financing" in Exhibit B shall have been satisfied or will be satisfied substantially simultaneously with the Closing Date.

11. The Investors shall have received evidence that the Company has obtained a bound buyer-side representation and warranty insurance policy with respect to the Merger Agreement in form and substance reasonably satisfactory to the Investors.

12. From the Countersign Date to the earlier of (x) the Closing Date and (y) termination of the Investors' commitments under the Preferred Stock Commitment Letter, the Company and its Subsidiaries (as defined in the Existing Credit Agreement as in effect on the Countersign Date) shall have complied in all respects with the Interim Period Covenants (as defined below).

"***Interim Period Covenants***" means that:

(a) the Company shall not cause or permit a Change of Control to occur;

(b) the Company shall not cause or permit any of Thomas C. Priore, The Thomas C. Priore 2019 GRAT and the Thomas C. Priore Irrevocable Insurance Trust U/A/D 1/8/2010 (collectively, the "***Controlling Stockholders***") to, directly or indirectly, transfer any common stock of the Company owned beneficially or of record to any Person other than an Affiliate of such Controlling Stockholder and other than transfers by one or more Controlling Stockholders of common stock of the Company not exceeding in the aggregate for all such transfers the greater of (i) common stock of the Company with a fair market value of $25.0 million (determined as of the date of each such transfer based on the closing price on such date) and (y) 7% of the common stock of the Company held by all Controlling Stockholders as of the Countersign Date;

(c) the Company shall not, directly or indirectly, declare, order, pay, make or set apart, or agree to declare, order, pay, make or set apart, any sum for any Restricted Payments except as permitted under clause (a)(2) under the heading "Covenants" in Exhibit B;

(d) the Company shall not, and shall not cause or permit any of its Subsidiaries to, convey, sell, lease or sub-lease (as lessor or sublessor), exchange, transfer or otherwise dispose of, in one transaction or a series of transactions, all or any part of its business, assets or property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, whether now owned or hereafter acquired, except to the extent permitted by Sections 6.09(c) – (e) or (g) - (p) of the Existing Credit Agreement as in effect on the Countersign Date;

(e) the Company shall not, and shall not cause or permit any of its Subsidiaries to, directly or indirectly, enter into or permit to exist any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of the Company or any of its Subsidiaries except to the extent permitted by Section 6.12 of the Existing Credit Agreement as in effect on the Countersign Date;

(f) the Company shall not, and shall not cause or permit any of its Subsidiaries to, directly or indirectly, make an Investment in any Person that is not a wholly owned Subsidiary of the Company as of the Signing Date, other than any such Investments made after the Countersign Date not to exceed $40.0 million in the aggregate for all such Investments, not including the Acquisition;

(g) (i) the Company shall not, and shall not cause or permit any of its Subsidiaries to, take any action directly or indirectly resulting in the Company's common stock no longer being listed on any of the Nasdaq Global Market, the Nasdaq Global Select Market or the New York Stock Exchange, and

(ii) the Company shall, and shall cause its Subsidiaries to, take all commercially reasonably steps necessary to prevent the Company's shares from no longer being so listed;

(h) the Company shall not cause, permit or effect any amendment to the Company's certificate of incorporation or bylaws, in each case, in any manner that adversely affects the rights, preferences or privileges of the holders of the Senior Preferred Stock (or the commitments in respect thereof); and

(i) within ten (10) business days after the date of delivery to the Investors of the financial statements described in clauses (a) and (b) of paragraph 5 above, the Company shall cause its senior management to participate in quarterly telephonic conference calls with the Investors on which such senior management shall review the financial results for such period and the financial condition of the Company and its subsidiaries for such period, the overall performance of the Company and its subsidiaries for such period and related matters.

For purposes of the definition of "Interim Period Covenants," (x) all capitalized terms used but not defined in such definition (and within the provisions and definitions of the Existing Credit Agreement referenced in such definition) shall have the meanings ascribed thereto in the Existing Credit Agreement as in effect on the Countersign Date and (y) with respect to the provisions of the Existing Credit Agreement referenced therein:

a. references to "Borrower" or "Holdings" shall be deemed to be references to the Company;

b. references to "Restricted Subsidiaries" or "Guarantors" shall be deemed to be references to "Subsidiaries" (as defined in the Existing Credit Agreement as in effect on the Countersign Date);

c. references to "Credit Party" shall be deemed to be references to "the Company and its Subsidiaries"

d. references to "Administrative Agent", "Agent", "Collateral Agent", "Lead Arranger", "Lender" or "Required Lenders" shall be to Ares; and

e. references to other defined terms used in the Existing Credit Agreement as in effect on the Countersign Date may be interpreted by Ares as necessary or appropriate to give effect to the protective purposes and intent of the Interim Period Covenants (as determined by Ares acting reasonably and in good faith).

Notwithstanding the foregoing, satisfaction (or waiver by the Investors) of the condition in paragraph 10 above shall not be a condition precedent to the issuance and sale of the Initial Preferred Stock on the Closing Date if, after giving effect to the Closing Date Transactions, on a pro forma basis (excluding cash proceeds of any borrowings on the Closing Date of term loans under the Initial Term Loan Facility and the cash proceeds of the Initial Preferred Stock funded on the Closing Date), the Company is in compliance with a pro forma Total Leverage Ratio and a Total Preferred Leverage Ratio (each as defined in Exhibit B; *provided* that notwithstanding anything to the contrary in Exhibit B the numerator used in calculating such ratios shall be calculated with no cap on Unrestricted Cash (as defined in Exhibit B)) of 4.25x and 6.25x, respectively and each of the other conditions precedent to the obligations of the Investors as set forth in Section 6 of the Preferred Stock Commitment Letter have been satisfied; *provided* that the waiver of the condition precedent in paragraph 10 or this paragraph shall in no way limit the Company's obligation to satisfy the conditions precedent to the Acquisition Preferred Stock

Financing set forth under the heading “Conditions Precedent to Acquisition Preferred Stock Financing” in Exhibit B to the Preferred Stock Commitment Letter.

EXHIBIT D

Project Warrior

Form of Solvency Certificate

SOLVENCY CERTIFICATE

[●], 2021

This Solvency Certificate (this "***Certificate***") is delivered pursuant to Section [●] of the [●], dated as of the date hereof among Priority Technology Holdings, Inc., a Delaware corporation (the "***Company***"), and [●]. Unless otherwise defined herein, capitalized terms used in this Certificate shall have the meanings set forth in the [●].

I, [●], solely in my capacity as the Chief Financial Officer of the Company, do hereby certify on behalf of the Company that as of the date hereof, after giving effect to the consummation of the [Closing Date Transactions] [Acquisition Date Transactions] contemplated by the [●]:

The sum of the debt (including contingent liabilities) of Priority Holdings, LLC ("***Holdings***"), and its Restricted Subsidiaries, on a consolidated basis, does not exceed the present fair saleable value of the assets of the Holdings and its Restricted Subsidiaries, on a consolidated basis.

The present fair saleable value of Holdings and its Restricted Subsidiaries, taken as a whole, is not less than the amount that will be required to pay the probable Liabilities (including contingent Liabilities) of Holdings and its Restricted Subsidiaries, on a consolidated basis, or their debts as they become absolute and matured.

The capital of Holdings and its Restricted Subsidiaries, on a consolidated basis, is not unreasonably small in relation to their business, on a consolidated basis, as contemplated on the date hereof.

Holdings and its Restricted Subsidiaries, on a consolidated basis, have not incurred and do not intend to incur, or believe that they will incur, debts including contingent obligations, beyond their ability to pay such debts as they become due (whether at maturity or otherwise).

For purposes of this Certificate, the amount of any contingent liability has been computed as the amount that, in light of all of the facts and circumstances existing as of the date hereof, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Statement of Financial Accounting Standards No. 5).

In reaching the conclusions set forth in this Certificate, I have made such other investigations and inquiries as I have deemed appropriate, having taken into account the nature of the particular business anticipated to be conducted by Holdings and its Restricted Subsidiaries after the consummation of the [Closing Date Transactions][Acquisition Date Transactions] contemplated by the [●].

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, I HAVE EXECUTED THIS Certificate as of the date first written above.

_____

By: ____
Name: [●]
Title: Chief Financial Officer

Priority Investor and Media Inquiries:
Dave Faupel
dave.faupel@prth.com

Priority Technology Holdings, Inc. to Acquire Finxera to Create the Premier Payments and Banking as a Service Platform

Deal is Immediately Accretive with Pro Forma 2021 Revenue of approximately $540 million and Adjusted EBITDA of approximately $130 million
$300 million of Equity Investments from a combination of funds managed by Ares Management and Finxera Shareholders
Financing Includes Refinancing of Priority Debt to 4.25x

Alpharetta, GA and San Jose, CA – March 08, 2021 –Priority Technology Holdings, Inc. (NASDAQ: PRTH) ("Priority"), a leading payments technology company, and Finxera Holdings, Inc. ("Finxera"), a pioneer in the fintech industry that launched and operated one of the first Banking as a Service ("BaaS") platforms, today announced they have entered into a definitive agreement to merge. Finxera will operate as a wholly owned subsidiary of Priority. The transaction is expected to close in the third quarter of 2021.

Priority's omni-channel payments platform supports proprietary and third-party software applications built for businesses of any size. Priority's offering combines modern cloud infrastructure and operational expertise to deliver unparalleled Payment Infrastructure as a Service ("PIaaS") to organizations with complex payment operation needs, including low friction merchant boarding, underwriting, risk management, and compliance monitoring. Finxera's BaaS technology allows for the rapid integration of banking services into business applications to establish and manage bank accounts for the collection, storage, and sending of money. When combined, Priority will offer clients turn-key merchant services, payment facilitation, card issuing, automated payables, virtual banking, and e-wallet tools supported by its best-in-class client service, risk management, underwriting and compliance on a single platform.

"The Finxera acquisition accelerates Priority's position as a market leader in the convergence of payments and banking as a service" said Tom Priore, Chairman and Chief Executive Officer of Priority. "Our combined platform

will be equipped to take and make payments whether on card, ACH, or even blockchain and manage all aspects of payment operations like onboarding, risk, compliance, and client service for our clients. Together we will be a one stop-shop for payments and virtual bank account management that today's merchants and modern software companies are seeking in order to manage and monetize their payment networks."

To learn more about the combined technology platform and financial profile please click on the following link.

http://prth.com/assets/Mar-8-IR-Presentation.pdf.

The Company will host a conference call and webcast to discuss the Finxera acquisition. A question-and-answer session will follow.

Monday, March 8, 2021
4:00 pm Eastern Time
Phone: US/Canada: (877) 501-3161 or International: (786) 815-8443

Internet webcast link can be accessed at https://edge.media-server.com/mmc/p/x36gfbdx and will also be posted, along with an accompanying slide presentation, in the "Investor Relations" section of the Company's website at www.PRTH.com. An audio replay of the call will be available shortly after the conference call until March 11, 2021 at 7:00 pm Eastern Time. To listen to the audio replay, dial (855) 859-2056 or (404) 537-3406 and enter conference ID number 6988859. Alternatively, you may access the webcast replay in the "Investor Relations" section of the Company's website at www.PRTH.com.

"Combining with Priority accelerates our original vision to be a disruptive technology in the convergence of payments and banking as a service," said Sanjoy Goyle, Founder and Chief Executive Officer of Finxera. "We have been hugely impressed with the breadth of Priority's payments platform, operations, and strategic vision since integrating with the Priority MX platform last year. We look forward to the further combination of the BaaS technology and operations."

Finxera shareholders, including funds managed by Stone Point Capital LLC ("Stone Point") and Finxera management team, will retain meaningful equity positions in the combined enterprise, with Goyle and Finxera's Co-Founder and Chief Technology Officer Praveer Kumar, taking on prominent roles going forward. "We are excited to add Stone Point as a new long-term shareholder of Priority," said Priore. "Stone Point has an exceptional track record of success as a financial services investor; their ongoing participation will be tremendously valuable to our growing enterprise."

Financing

The merger financing with Finxera includes up to $50 million of Priority common stock to be issued to certain existing shareholders. Additionally, Priority has executed a commitment from Truist for a total debt facility of $630 million to refinance a portion of Priority's existing debt, to add a new revolving credit facility and to finance a portion of the Finxera closing.

Simultaneous with entry into the merger agreement, Priority obtained an up to $250 million preferred equity commitment from funds managed by certain affiliates of Ares Management to fund a portion of the refinancing of Priority's existing credit facilities and the acquisition of Finxera, with the remainder to be used to fund future acquisitions. "We are pleased to continue our relationship with Truist and to expand our relationship with Ares Management and Stone Point Capital," said Priore.

Pro-Forma Highlights

Based upon forecasted 2021 financial results of Priority and Finxera, the pro forma full year 2021 results of the combined company are expected to be:

- Revenue of approximately $540 million
- Adjusted EBITDA of approximately $130 million
- Free cash flow of approximately $60 million
- Net leverage ratio below 4.25x

Schulte Roth & Zabel served as legal counsel to Priority. Truist Securities served as financial advisor to Finxera and Kramer Levin Naftalis & Frankel LLP served as its legal counsel. Cowen served as sole placement agent in connection with the preferred equity investment by Ares Management.

Use of Non-GAAP Financial Information

Priority supplements its consolidated financial statements presented on a GAAP basis with certain non-GAAP financial information, including adjusted EBITDA, free cash flow and net leverage ratio, to provide investors with greater insight, increase transparency and allow for a more comprehensive understanding of the information used by management in its financial and operational decision-making. Priority has not provided a reconciliation of the expected adjusted EBITDA, free cash flow or net leverage ratio contribution by Finxera to the comparable GAAP measures because it is unable to quantify certain amounts that would be required to be included in Finxera's contribution to such comparable measures without unreasonable efforts due to the unavailability of the information needed to calculate reconciling items. In addition, Priority believes such reconciliation would imply a degree of precision that would be confusing or misleading to investors. The non-GAAP financial measures disclosed by Priority in this press release should not be considered a substitute for, or superior to, financial measures prepared in accordance with GAAP, and the financial results prepared in accordance with GAAP and reconciliations from these results should be carefully evaluated.

About Priority Technology Holdings, Inc.

Priority is a leading provider of merchant acquiring, integrated payment software and corporate payment solutions, offering unique product and service capabilities to its merchant network and distribution partners. Priority's

enterprise operates from a purpose-built payments infrastructure that includes tailored customer service offerings and bespoke technology development, allowing Priority to provide end-to-end solutions for payment and payment-adjacent software. Additional information can be found at www.PRTH.com.

About Finxera Holdings, Inc.

Finxera operates the leading BaaS platform that allows enterprises to rapidly incorporate banking and payment services into their applications. Its API driven approach has enabled the integration into one platform all aspects of banking and payments, including account opening, reconciliation, sub account ledgering, ACH, checks, wires, and card issuance. Using the Finxera BaaS, enterprises are able to collect, store and send money in a simple, secure and compliant manner, including those involving complex financial regulatory frameworks.

Forward-Looking Statements

This press release contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements include, but are not limited to, statements about future financial and operating results, our plans, objectives, expectations and intentions with respect to future operations, products and services, and other statements identified by words such as “may,” “will,” “should,” “anticipates,” “believes,” “expects,” “plans,” “future,” “intends,” “could,” “estimate,” “predict,” “projects,” “targeting,” “potential” or “contingent,” “guidance,” “anticipates,” “outlook” or words of similar meaning. These forward-looking statements include, but are not limited to, expected timing of the closing of the merger with Finxera, the expected returns and other benefits of the merger to shareholders, expected improvement in operating efficiency resulting from the merger, estimated expense reductions resulting from the transactions and the timing of achievement of such reductions, our 2021 outlook and statements regarding our market and growth opportunities. Such forward-looking statements are based upon the current beliefs and expectations of our management and are inherently subject to significant business, economic and competitive risks, trends and uncertainties that could cause actual results to differ materially from those projected, expressed, or implied by such forward-looking statements. These forward-looking statements may include, but are not limited to, statements about the effects of the COVID-19 pandemic on our revenues and financial operating results. Our actual results could differ materially, and potentially adversely, from those discussed or implied herein.

We caution that it is very difficult to predict the impact of known factors, and it is impossible for us to anticipate all factors that could affect our actual results. All forward-looking statements are expressly qualified in their entirety by these cautionary statements. You should evaluate all forward-looking statements made in this press release in the context of the risks and uncertainties disclosed in our Securities and Exchange Commission (“SEC”) filings, including our Annual Report on Form 10-K and our Quarterly Report on Form 10-Q filed with the SEC on March 30, 2020 and November 13, 2020, respectively. These filings are available online at www.sec.gov or www.PRTH.com.

We caution you that the important factors referenced above may not contain all of the factors that are important to you. In addition, we cannot assure you that we will realize the results or developments we expect or anticipate or, even if substantially realized, that they will result in the consequences we anticipate or affect us or our operations in the way we expect. You are cautioned not to place undue reliance on forward-looking statements as a predictor of future performance. The forward-looking statements included in this press release are made only as of the date hereof. We undertake no obligation to publicly update or revise any forward-looking statement as a result of new information, future events or otherwise, except as otherwise required by law. If we do update one or more forward-looking statements, no inference should be made that we will make additional updates with respect to those or other forward-looking statements. We qualify all of our forward-looking statements by these cautionary statements.


PRTH Acquisition of Finxera
Leading the Convergence of Payments and Banking
March 2021
PRIORITY
TECHNOLOGY HOLDINGS™

Disclaimer

Important Notice Regarding Forward-Looking Statements and Non-GAAP Measures

This presentation contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements include, but are not limited to, statements about future financial and operating results, our plans, objectives, expectations and intentions with respect to future operations, products and services, and other statements identified by words such as "may," "will," "should," "anticipates," "believes," "expects," "plans," "future," "intends," "could," "estimate," "predict," "projects," "targeting," "potential" or "contingent," "guidance," "anticipates," "outlook" or words of similar meaning. These forward-looking statements include, but are not limited to, expected timing of the closing of Priority Technology Holdings, Inc.'s ("Priority", "we", "our" or "us") merger with Finxera Holdings, Inc. ("Finxera"), the expected returns and other benefits of the merger to shareholders, expected improvement in operating efficiency resulting from the merger, estimated expense reductions resulting from the transactions and the timing of achievement of such reductions, our 2021 outlook and statements regarding our market and growth opportunities. Such forward-looking statements are based upon the current beliefs and expectations of our management and are inherently subject to significant business, economic and competitive risks, trends and uncertainties that could cause actual results to differ materially from those projected, expressed, or implied by such forward-looking statements. These forward-looking statements may include, but are not limited to, statements about the effects of the COVID-19 pandemic on our revenues and financial operating results. Our actual results could differ materially, and potentially adversely, from those discussed or implied herein. We caution that it is very difficult to predict the impact of known factors, and it is impossible for us to anticipate all factors that could affect our actual results. All forward-looking statements are expressly qualified in their entirety by these cautionary statements. You should evaluate all forward-looking statements made in this presentation in the context of the risks and uncertainties disclosed in our Securities and Exchange Commission ("SEC") filings, including our Annual Report on Form 10-K and our Quarterly Report on Form 10-Q filed with the SEC on March 30, 2020 and November 13, 2020, respectively. These filings are available online at www.sec.gov or www.PRTH.com.

We caution you that the important factors referenced above may not contain all of the factors that are important to you. In addition, we cannot assure you that we will realize the results or developments we expect or anticipate or, even if substantially realized, that they will result in the consequences we anticipate or affect us or our operations in the way we expect. You are cautioned not to place undue reliance on forward-looking statements as a predictor of future performance. The forward-looking statements included in this presentation are made only as of the date hereof. We undertake no obligation to publicly update or revise any forward-looking statement as a result of new information, future events or otherwise, except as otherwise required by law. If we do update one or more forward-looking statements, no inference should be made that we will make additional updates with respect to those or other forward-looking statements. We qualify all of our forward-looking statements by these cautionary statements.

Statements included in this presentation include non-GAAP financial measures, including: (i) Revenue Growth, (ii) EBITDA Growth Acceleration, (iii) Run-Rate PF Net Revenue, (iv) Run-Rate Organic PF Net Revenue Growth, (v) Integrated Revenue, (vi) Run-Rate PF Adj. EBITDA, (vii) PF Adj. EBITDA Growth, (viii) PF Adj. EBITDA Margins, (ix) PF Annual Free Cash Flow. Priority does not provide a reconciliation for projected non-GAAP financial measures to their comparable GAAP financial measures because it could not do so without unreasonable effort due to the unavailability of the information needed to calculate reconciling items. Priority does not believe that a GAAP reconciliation would provide meaningful supplemental information about the Priority's outlook.

Management believes that non-GAAP financial measures provide a greater understanding of ongoing performance and operations, and enhance comparability with prior periods. Non-GAAP financial measures should not be considered as an alternative to any measure of performance or financial condition as determined in accordance with GAAP, and investors should consider Priority's performance and financial condition as reported under GAAP and all other relevant information when assessing its performance or financial condition. Non-GAAP financial measures have limitations as analytical tools, and investors should not consider them in isolation or as a substitute for analysis of the results or financial condition as reported under GAAP. Non-GAAP financial measures may not be comparable to non-GAAP financial measures presented by other companies.

Transaction Summary

Financial Consideration	• $425M total purchase price ($375M cash consideration, $50M of PRTH common stock)[1]
Expected Financials	• Immediately accretive to EBITDA and EPS • Pro Forma 2021 revenue of ~ $540 million • Pro Forma 2021 adjusted EBITDA of ~$130 million • Net leverage ratio below 4.25x
Operating Structure	• Finxera BaaS technology and operations will integrate with PRTH PlaaS platform and existing CFTPay business line will expand PRTH Consumer Finance vertical
Capital Structure	• Equity rollover from funds managed by Stone Point Capital and Finxera management of $50M • Strategic Preferred Equity investment from Ares Management of up to $250M[2] • Paydown of existing debt; new six-year Senior term loan of up to $590M[3] • New five-year $40 million revolving credit facility
Expected Timing	• Acquisition Closing in 6-9 months • Subject to required regulatory approvals (including transfer Money Transmitter Licenses to Priority) and other customary closing conditions • Close committed Senior term loan and preferred equity investment expected in Q2 2021

PRIORITY TECHNOLOGY HOLDINGS

+

finxera

(1) Based on the arithmetic average of (1) the 20-Day VWAP on the Initial Valuation Date and (2) the 20-Day VWAP on the last trading day preceding the acquisition closing date.
(2) $150M expected to be to be funded in Q2 2021, $50M to be funded at acquisition closing date, $50 million available for further acquisitions..
(3) All existing debt expected to be refinanced with proceeds from initial Ares funding and initial $590mm term loan. Remaining portion of term loan to be funded at acquisition close.

Strategic Rationale

Leading Provider of Payment & Financial Technology Solutions

- Integrated account administrator to burgeoning, counter-cyclical debt settlement market
- Digital banking and account ledgering solutions leverageable across integrated payment verticals

PayFac and Banking-as-a-Service Capabilities

- Scalable payment aggregation and sub-ledger system
- Deposit and e-wallet account solutions coupled with robust compliance and money transmission capabilities opens up fintech / neobank opportunity

Highly Scalable Technology Platform

- Outstanding technology development talent, including scalable India Development Center (IDC)

Excellent Financial Profile

- Recurring, highly predictable and countercyclical revenue
- High operating margins, minimal capex fuels stellar free cash flow

Strong, Highly Complementary Management Team

- Existing Finxera Management will continue in their roles and expand PRTH's management team

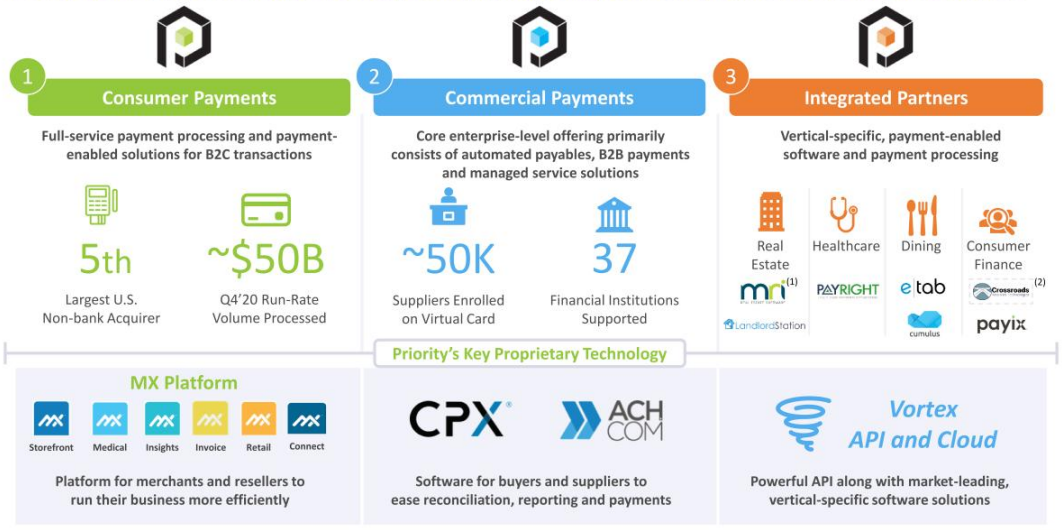
PRIORITY TECHNOLOGY HOLDINGS

+

finxera

Priority Business Overview

Priority operates three main segments today: Consumer Payments, Commercial Payments, and Integrated Partners



(1) Priority is delivering PlaaS.
(2) CFTpay is Finxera's technology.

Finxera | Leading Banking-as-a-Service Technology Platform

Finxera provides differentiated digital banking, account management, and regulatory / compliance services

- API-driven platform that facilitates account creation, collection, storage, and transmission of funds for businesses and consumers
- Market Leading position as administrator to debt settlement industry, managing FDIC-insured accounts for consumers
- World-Class compliance capabilities embedded in platform
- Platform and technology has applicability into multiple end-markets in which complex money collection, storage, transmission and reconciliation are required
  - **Headquartered in San Jose, California; Founded in 2008**
  - **Currently 210 Employees**

Finxera By The Numbers (Q4'20)

375K+	$500M+	95%+	Nationwide
Active Deposit Accounts	Average Daily Deposit Balance	Recurring Revenue	Money Transmitter Licenses (1)

(1) Montana does not require MTL's and Massachusetts does not require MTL's for domestic transfers

Key Solutions

1 Maintenance of Consumer Directed Savings Account	✓ Account administration and ledgering
2 Processing of Payments to Creditors	✓ Movement of money ✓ Money transfer licenses
3 CRM Integrations & Reporting	✓ CRM ✓ Reporting ✓ BI Analytics

Making Payments Easy – Transforming Digital Payments and Banking

Priority and Finxera's combined resources deliver a complete **infrastructure platform that serves, supports and monetizes payment networks**

Payments

- ✓ Payment gateway (credit, debit, ACH, *digital currency*[1])
- ✓ Card issuing (virtual card & physical plastics)
- ✓ Full automated payables
- ✓ *Full settlement processing*[1]
- ✓ *International payment processing*[1]

Banking

- ✓ FDIC-insured bank account
- ✓ Full Master & sub account ledgering
- ✓ Nationwide money transmitter licenses
- ✓ Proprietary CRM for consumer account management

A single operational support platform that operates at scale

- **Payment / banking infrastructure**
- **Underwriting & Risk Management**
- **Compliance (AML • BSA • FinCen • OFAC)**
- **Customer Service**

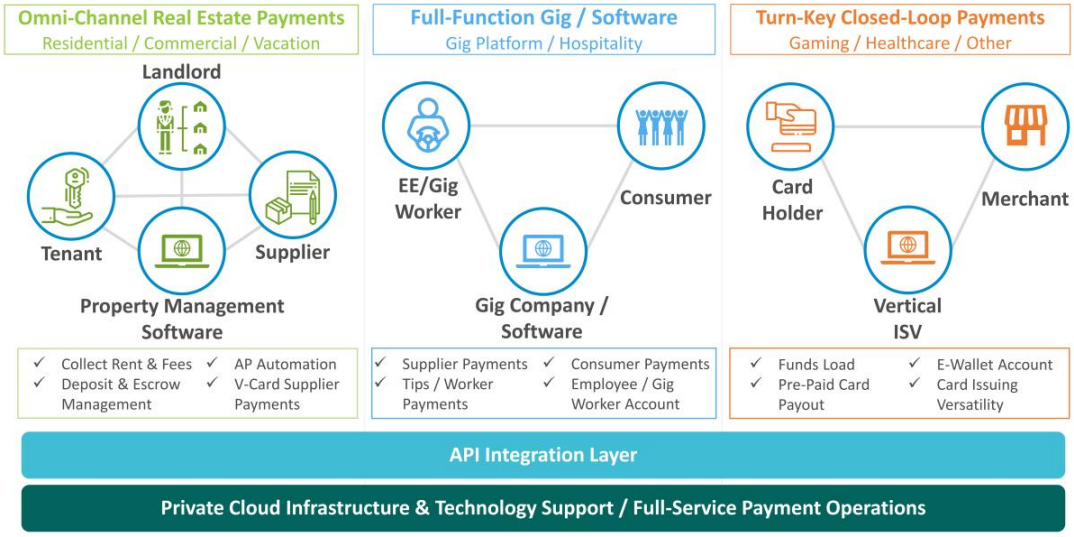
(1) *Still in development phase.*

Delivering a Complete Solution Through a Single Provider

- Payments-Infrastructure-as-a-Service
- Payments Aggregation / Payment Facilitation & Ledger Platform
- Banking-as-a-Service
- Sophisticated Underwriting and Compliance
- Best in Class Customer Service

Unmatched Resources to Monetize Merchant Networks

One Stop Shop for Taking and Making Payments and Managing Business/Consumer Operating Accounts



- ✓ Collect Rent & Fees
- ✓ Deposit & Escrow Management
- ✓ AP Automation
- ✓ V-Card Supplier Payments

- ✓ Supplier Payments
- ✓ Tips / Worker Payments
- ✓ Consumer Payments
- ✓ Employee / Gig Worker Account

- ✓ Funds Load
- ✓ Pre-Paid Card Payout
- ✓ E-Wallet Account
- ✓ Card Issuing Versatility

API Integration Layer

Private Cloud Infrastructure & Technology Support / Full-Service Payment Operations

Unique Technology Positioned to Capitalize on Other Use Cases

Powerful technology, unique customer base, and valuable compliance infrastructure to diversify its revenue streams and increase the profitability of the broader platform through new revenue opportunities

PayFac-as-a-Service

- Proprietary payment facilitation/aggregation platform for all current software partners
- Simplified merchant onboarding & underwriting to drive merchant additions

$1 Trillion
Global Payment Volume Processed by PayFacs

International Processing

- Full-stack integrated payments processor allowing for onboarding of international merchants
- Advanced APIs & connectors into international financial networks and BIN sponsors

$48 Billion
EMEA Credit Cards Payment Revenue

Payouts

- Increased "push" disbursement capabilities and proprietary reconciliation engine
- Digital toolset to deliver omni-channel payments in multiple end markets

$8 Trillion
North America Disbursements

A2A, P2P and Account Verification

- Capabilities allowing for the accounting and domicile of funds in named accounts
- Fund flows into and out of external accounts, distribution of lump sum payments and funds can be held or 'stored'

$56 Trillion
ACH Volume

Buy Now Pay Later

- Modern billing, compliance and monitoring capabilities to provide credit underwriting and transactional tools for installment consumer purchases
- Utilize visibility over account management to build advanced consumer credit profiles

$1 Trillion
North America eCommerce Sales

Financial Solutions

- Provide demand deposit account (DDA) offerings and digital banking applications
- Offer integrated general purpose reloadable (GPR) cards/bill pay solutions
- Additional potential revenue streams from ATM fees, overdraft fees, plan and maintenance fees

$4BN GPR and $5BN+ DDA
U.S. Market Size

Sources: Aite Group, Center for Financial Services Innovation, Infinicept, McKinsey & Co., NACHA, Worldpay

PRTH BY THE NUMBERS

~$540M 2021 Pro Forma Net Revenue	**~15%** Organic Pro Forma Net Revenue Growth	**~75%** % Integrated Revenue	**~$130M** 2021 Pro Forma Adjusted EBITDA
~15% Pro Forma Adjusted EBITDA Growth	**~25%** Pro Forma Adjusted EBITDA Margins	**~$60M** 2021 Pro Forma Free Cash Flow	**650+** Employees

Debt Refinancing - Drives Free Cash Flow & Positions for Growth

- Reduces Leverage to below 4.25x
- Reduces Interest Rate expense by 175-225 BPS
- Reduces Mandatory Amortization by $40+mm over next 2 years
- Improves Liquidity with $40 mm Revolver
- Ready Access to Preferred Equity for Accretive Acquisitions