

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745325

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900691893		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alliance Business Lending, LLC		03/29/2018	Limited Liability Company: KENTUCKY
RECEIVING PARTY DATA			
Name:	White Oak Commercial Finance, LLC		
Street Address:	1700 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1293901	SST	
Registration Number:	2965540	FRAME SAVER	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612-492-7810		
Email:	rgin@fredlaw.com		
Correspondent Name:	Rebecca Gin		
Address Line 1:	200 South Sixth Street		
Address Line 2:	Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	089034.0003		
NAME OF SUBMITTER:	Rebecca Gin		
SIGNATURE:	/Rebecca Gin/		
DATE SIGNED:	08/02/2022		
Total Attachments: 28			
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ASSIGNMENT AND ASSUMPTION AGREEMENT – SST BEARING CORPORATION

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), made and entered into this 29th day of March, 2018, by between ALLIANCE BUSINESS LENDING, LLC, a Kentucky limited liability company ("Assignor"), and WHITE OAK COMMERCIAL FINANCE, LLC, a Delaware limited liability company ("Assignee").

RECITALS:

Reference is made to the Loan Agreement by and among SST Bearing Corporation, an Ohio corporation, Scott Engineering and Procurement, Inc., an Ohio corporation, SST Precision Mfg. Inc., an Ohio corporation (collectively with SST Bearing Corporation and Scott Engineering and Procurement, Inc., "Client") and Assignor, dated as of June 26, 2014 (as heretofore amended or otherwise modified from time to time, and together with all riders, exhibits and schedules thereto, as any of the foregoing has heretofore been amended, restated, supplemented or otherwise modified, collectively, the "Loan Agreement") and the Loan Documents, pursuant to which, among other things, Assignor has made Loans to Client from time to time (the "Loans") and Client has granted a security interest to Assignor in the Loan Collateral. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Loan Agreement.

Assignor desires to assign and sell to Assignee 100% of its right, title and interest in and to the Loans, the Loan Agreement and the other Loan Documents (except for the Retained Rights, as defined herein), and Assignee desires to acquire same and to assume certain of Assignor's obligations under the Loans and the Loan Documents, all upon the terms and conditions of this Agreement.

AGREEMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is agreed as follows:

1. Definitions. The following capitalized terms shall have the respective meanings set forth below unless the context requires otherwise.

1.1. "Aggregate Purchase Price Holdback" means an amount equal to [REDACTED], consisting of the sum of each Purchase Price Holdback under the Assignment Agreements.

1.2. "Assign" means assign, sell, grant, convey and/or otherwise transfer. "Assignment" means assignment, sale, grant, conveyance and/or transfer.

1.3. "Assignment Agreements" means, collectively, the following five (5) agreements: (a) the Assignment and Assumption Agreement, dated as of the date hereof, between Assignor and Assignee with respect to the Assignment, from Assignor to Assignee, of loans from Assignor to Leyman Manufacturing Corporation and River City Body Company, *i.e.*, this Agreement; (b) the Assignment and Assumption Agreement, dated as of the date hereof, between Assignor and Assignee with respect to the Assignment, from Assignor to Assignee, of

loans from Assignor to Nisbet, Inc., Nisbet-Brower, LLC and Smokey Engineered Products, LLC; (c) the Assignment and Assumption Agreement, dated as of the date hereof, between Assignor and Assignee with respect to the Assignment, from Assignor to Assignee, of loans from Assignor to Pet Brands Products, LLC; (d) the Assignment and Assumption Agreement, dated as of the date hereof, between Assignor and Assignee with respect to the Assignment, from Assignor to Assignee, of loans from Assignor to Skilled Care Pharmacy, LLC; and (e) the Assignment and Assumption Agreement, dated as of the date hereof, between Assignor and Assignee with respect to the Assignment, from Assignor to Assignee, of loans from Assignor to SST Bearing Corporation, Scott Engineering and Procurement, Inc. and SST Precision Mfg. Inc.

1.4. "Assignor's Knowledge" means the actual knowledge, as of any date of determination, without independent investigation, of any individual employed by Assignor as of the Effective Date who has or has had, as of or prior to the Effective Date, responsibility with respect to the administration of the Loans.

1.5. "Brokerage Agreements" means, collectively, the following five (5) agreements: (a) the letter agreement in reference to "Broker Fee", dated as of the date hereof, between Assignor and Assignee with respect to loans to Leyman Manufacturing Corporation and River City Body Company which are contemporaneously being assigned by Assignor to Assignee; (b) the letter agreement in reference to "Broker Fee", dated as of the date hereof, between Assignor and Assignee with respect to loans to Nisbet, Inc., Nisbet-Brower, LLC and Smokey Engineered Products, LLC which are contemporaneously being assigned by Assignor to Assignee; (c) the letter agreement in reference to "Broker Fee", dated as of the date hereof, between Assignor and Assignee with respect to loans to Pet Brands Products, LLC which are contemporaneously being assigned by Assignor to Assignee; (d) the letter agreement in reference to "Broker Fee", dated as of the date hereof, between Assignor and Assignee with respect to loans to Skilled Care Pharmacy, LLC which are contemporaneously being assigned by Assignor to Assignee; and (e) the letter agreement in reference to "Broker Fee", dated as of the date hereof, between Assignor and Assignee with respect to loans to SST Bearing Corporation, Scott Engineering and Procurement, Inc. and SST Precision Mfg. Inc. which are contemporaneously being assigned by Assignor to Assignee.

1.6. "Business Day" means any day that is not a Saturday, Sunday, or other day on which national banks are authorized or required to close.

1.7. "Credit Enhancement" means any (a) security deposit, (b) investment certificate, letter of indemnity, certificate of deposit, acceptance, authorization to hold funds, hypothecation of account or like instrument, (c) letter of credit, guarantee, purchase guarantee, guarantee bond, postponement agreement or any subordination agreement pursuant to which Assignor is the senior party, (d) recourse agreement, (e) mortgage, pledge or security agreement, (f) certificate representing shares or the right to purchase shares in the capital of any corporation or other entity, (g) bond or debenture, or (h) interest in any credit insurance policy, in each case pledged, assigned, mortgaged, made, delivered or transferred as security for the performance of any obligation of an obligor under or with respect to the Loan Agreement.

1.8. "Effective Date" means the date on which (a) Assignor and Assignee shall each have executed and delivered to each other counterparts of all Assignment Agreements, (b)

Assignor and Assignee shall each have executed and delivered to each other counterparts of all Brokerage Agreements, (c) Assignor has received payment of the Purchase Price (as defined in each Assignment Agreement), minus the Purchase Price Holdback (as defined in each Assignment Agreement), (d) Assignor has received payment of the Broker Fee (as defined in each Brokerage Agreement), and (e) Assignee has received an acknowledgment of indebtedness from the Client to Assignor's auditors, Clark, Schaefer, Hackett & Co., substantially in the form attached hereto as Exhibit 1.

1.9. "Excluded Damages" means punitive, special, incidental, exemplary and consequential damages; *provided, however*, that costs, attorneys' fees and expenses, and expert fees and expenses, in each case in connection with investigation of claims or litigation, and pre- and post-judgment interest in connection with litigation, shall not constitute Excluded Damages.

1.10. "Ordinary Course of Business" means the ordinary and usual course of normal day-to-day operations of Assignor through the date hereof consistent with its past practice.

1.11. "Purchase Price" means an amount equal to [REDACTED] representing the sum of (a) the unpaid principal balance of the Loans on the date hereof plus (b) all accrued but unpaid interest thereon and fees pertaining thereto on the date hereof.

1.12. "Purchase Price Holdback" means the aggregate amount of [REDACTED].

2. Assignment and Assumption.

2.1. As of the Effective Date, Assignor hereby irrevocably Assigns, without any recourse, representation or warranty of any nature whatsoever (except as expressly set forth in Section 4 hereof) unto Assignee all of Assignor's right, title, and interest in, to and under the Loans and the Loan Documents, including, without limitation, all of Assignor's liens, security interests and collateral assignments granted under the Loan Documents pertaining to or arising from the Loans (all of the foregoing, collectively, the "Assigned Rights"), and Assignor shall, upon Assignee's request, endorse or execute assignments of, without recourse (except as expressly set forth in Section 4 hereof), any instrument evidencing the Loans, the Assigned Rights or any part thereof; *provided, however*, that notwithstanding anything in this Agreement to the contrary, Assignor shall retain, for a period of ninety (90) days after the Effective Date, any and all claims and rights arising under any and all indemnification and reimbursement provisions (the "Surviving Provisions") of the Loan Agreement or any other Loan Document with respect to any event, fact, circumstance or condition occurring or arising prior to the Effective Date (the "Retained Rights"); *further provided* that if Assignor provides notice to Assignee, prior to the end of such ninety (90)-day period, that Assignor asserts a claim or right under the Surviving Provisions, describing, in reasonable detail, the nature of such claim or right, Assignor shall be entitled to continue to assert such claim or right until it has been fully and finally resolved. Assignor further agrees that any claims or rights arising under the Surviving Provisions shall not be secured by property of any Loan Party.

2.2. As of the Effective Date, Assignee hereby (a) purchases all of the Assigned Rights (except for the Retained Rights), (b) assumes all of Assignor's obligations

arising after the Effective Date under the Loans and the Loan Documents, including, without limitation, any obligation to make future advances under any of the Loans, and (c) assumes all costs, expenses, liabilities and obligations arising from ownership and control of the SunTrust Deposit Account (as defined in Section 8.4 hereof) (the obligations, costs, expenses and liabilities described in clauses (b) and (c) being, collectively, the "Assumed Obligations").

3. Purchase of Assets.

3.1. In consideration for the Assigned Rights, on the Effective Date, Assignee shall pay to Assignor an amount equal to (a) the Purchase Price minus (b) the Purchase Price Holdback, which amount shall be paid by wire transfer to Assignor in immediately available funds in the lawful currency of the United States of America in accordance with Assignor's wire transfer instructions set forth on the signature page hereto (an "Assignee Wire"). If the Purchase Price is remitted after 5:00 p.m. (New York City time) on the date hereof, the additional per diem interest will be the amount designated as such in Schedule A attached hereto and will be deemed a part of the Purchase Price.

3.2. On the date that is ninety (90) days after the Effective Date, if the original amount of the Aggregate Purchase Price Holdback exceeds the aggregate amount offset against the Aggregate Purchase Price Holdback pursuant to Section 6 hereof and Section 6 of each of the other Assignment Agreements, Assignee shall pay to Assignor, by Assignee Wire, an amount equal to the undisputed amount of such excess. If any dispute arises with respect to the amount of any offset against the Aggregate Purchase Price Holdback, Assignee shall pay to Assignor, by Assignee Wire, such amount as shall be determined by agreement of the parties or by a final, nonappealable order entered in a judicial proceeding commenced by Assignee or Assignor, as the case may be, pursuant to Section 6 or 7 hereof, as applicable, Assignee to make such payment within five (5) Business Days after such determination.

4. Representations and Warranties of Assignor.

4.1. Assignor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Kentucky, with full limited liability company power and authority to own or lease its properties, to carry on its business as now being conducted by it, and to enter into this Agreement and perform its obligations hereunder.

4.2. The execution and delivery of this Agreement and the consummation of the transactions provided for herein have been duly authorized and approved by the Board of Managers of Assignor and all required members' approvals have been obtained. This Agreement has been duly executed and delivered by Assignor and is the valid and binding agreement of Assignor, enforceable in accordance with the terms hereof, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4.3. The execution and delivery of this Agreement and performance hereunder will not (a) violate the charter or operating agreement of Assignor, (b) in any material respect, violate any provisions of applicable law or conflict with or result in a breach of any order, writ,

injunction, ordinance, resolution or decree of any court or governmental authority, bureau or agency to which Assignor is a party or by which it is bound, or to which any of its properties or assets is or may be subject, or (c) other than with respect to the Loan Documents (as to which Section 4.4 hereof shall govern), create (with or without the giving of notice or lapse of time or both) a default under any agreement, bond, note or indenture to which Assignor is a party or by which it is bound or to which any of the assets sold hereunder is subject.

4.4. The Assignment of the Assigned Rights by Assignor to Assignee pursuant to this Agreement complies, in all material respects, with the terms of the Loan Agreement. The Assignment of the Loan Documents by Assignor to Assignee (a) is not prohibited by the express terms of any of the Loan Documents, and (b) will not, by the express terms of any Loan Document, create (with or without the giving of notice or lapse of time or both) a default under any of the Loan Documents. The Assignment of the Loan Documents (or any of them) by Assignor to Assignee (i) is not, by the express terms of any of the Loan Documents, conditioned upon the consent of any Person whose consent has not been obtained by Assignor, and (ii) will not, by the express terms of any of the Loan Documents, create (with or without the giving of notice or lapse of time or both) a default under any of the Loan Documents without obtaining the consent of any Person to such Assignment. Notwithstanding anything to the contrary in this Agreement, Assignor makes no representation or warranty, and gives no other assurance, that (A) any Loan Document that is a deposit account control agreement is assignable or otherwise transferable by Assignor without the consent of the depository bank thereunder, and Assignee acknowledges that Assignor has neither sought nor received such consent of any depository bank, or (B) any Loan Document that is a collateral assignment of life insurance policy is assignable or otherwise transferable by Assignor, and Assignee acknowledges that Assignee may be required to take action in accordance with the policies and procedures of the applicable insurer in order to acquire a collateral assignment of such policy, which action may require the consent of such insurer and the owner of such policy. For the avoidance of doubt, and notwithstanding anything to the contrary in this Agreement, Assignor makes no representation or warranty, and gives no other assurance, that (1) any Loan Document whose express terms do not address its assignability or non-assignability by Assignor is, as a matter of law, assignable by Assignor, with or without the consent of any Person, or (2) the Assignment of any Loan Document whose express terms do not address its assignability or non-assignability by Assignor would not create (with or without the giving of notice or lapse of time or both) a default under any of the Loan Documents.

4.5. According to Assignor's books and records, the unpaid aggregate outstanding principal balance of the Loans, all accrued but unpaid interest thereon, and all fees pertaining thereto, in each case on the date hereof, is as set forth in Schedule A hereof.

4.6. Assignor has delivered to Assignee a true, complete and correct copy of the documents set forth on Schedule B hereto, which documents, to Assignor's Knowledge, represent all of the material Loan Documents.

4.7. The only Lender under the Loan Documents is Assignor.

4.8. As of the Effective Date, Assignor has good title to, and is the sole owner of, the Loans and the material Loan Documents, free and clear of any mortgages, security interests, liens, participations and other encumbrances created by Assignor.

4.9. To Assignor's Knowledge, (a) Assignor has not received, subsequent to the most recent release by any Loan Party of claims against Assignor and prior to the Effective Date, written notice from any Loan Party of termination of the Loan Agreement or that Assignor has committed any material default that is continuing as of the Effective Date under the Loan Agreement or any other Loan Document, and (b) no Loan Document that is a collateral assignment of life insurance policy has been terminated by Assignor or any other party thereto.

4.10. Assignor has made available to Assignee for its examination a true copy of the Loan Agreement, the other material existing Loan Documents to Assignor's Knowledge, and certain other files in the manner in which such documents and files have been maintained by Assignor in the Ordinary Course of Business, excluding (a) files and/or documents constituting Assignor's internal work product and (b) documents that are subject to the attorney-client privilege.

4.11. (a) Schedule 4.11(a) sets forth a list of each Credit Enhancement that is (i) not listed in Schedule B and (ii) a letter of credit, certificate of deposit or stock or other equity certificate, along with (A) the issuer thereof, (B) the maximum amount drawable thereunder, principal amount thereof or number of shares represented by such stock or other equity certificate, and (C) the expiration or maturity date thereof, if applicable. Each Credit Enhancement set forth on Schedule 4.11(a) is at the physical location specified thereon or, if not specified, is readily accessible by Assignor.

(b) Schedule 4.11(b) sets forth a true, complete and correct list of all lockboxes and blocked accounts related to or used in connection with the Client.

4.12. No representation or warranty of Assignor in this Section 4, no Schedule attached hereto, and no written certification (if any) that (a) was prepared solely and independently by Assignor, excluding, without limitation, information based on or derived from information obtained by Assignor from third parties (*e.g.*, third party appraisals, financial statements of any Loan Party, loan applications, *etc.*) and (b) was furnished to Assignee by Assignor (or any of Assignor's agents, employees or other representatives) in connection with this Agreement on or before the date hereof, contains any untrue statement of a material fact, or omits to state any material fact necessary to make the statements contained therein not materially misleading in light of the circumstances under which they were made and when read as a whole together with all other such representations, Schedules and certifications.

4.13. Assignor has not in any manner whatsoever paid or agreed to pay any fees or commissions to any agent, broker, finder or other person on account of services rendered as a broker or finder in connection with this Agreement or the transactions covered or contemplated hereby.

5. Representations and Warranties of Assignee. Assignee represents and warrants to Assignor as follows:

5.1. Assignee is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware with full limited liability company and authority to own or lease its properties, to carry on its business as now being conducted, to enter into this Agreement, and to perform its obligations hereunder.

5.2. The execution and delivery of this Agreement and the consummation of the transactions provided for herein have been duly authorized and approved by the Board of Directors of Assignee and all required members' approvals have been obtained. This Agreement has been duly executed and delivered by Assignee and is the valid and binding agreement of Assignee, enforceable in accordance with the terms hereof, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

5.3. The execution and delivery of this Agreement and performance hereunder will not (a) violate the charter or operating agreement of Assignee, (b) in any material respect violate any provisions of applicable law or conflict with or result in a breach of any order, writ, injunction, ordinance, resolution or decree of any court or governmental authority, bureau or agency to which Assignee is a party or by which it is bound, or to which any of its properties or assets of the business is or may be subject, or (c) create (with or without the giving of notice or lapse of time or both) a default under any agreement, bond, note or indenture to which Assignee is a party or by which it is bound.

5.4. Assignee has not in any manner whatsoever paid or agreed to pay any fees or commissions to any agent, broker, finder or other person (other than Assignor under the Brokerage Agreements) on account of services rendered as a broker or finder in connection with this Agreement or the transactions covered or contemplated hereby.

5.5. Assignee is a sophisticated entity with respect to the purchase of the Assigned Rights and the assumption of the Assumed Obligations. Assignee has entered into this Agreement solely upon its own independent investigation and credit analysis and is not relying upon any information supplied by or any representations made by Assignor with respect thereto, other than the express representations and warranties of Assignor contained in Section 4 hereof. Assignee's decision to purchase the Assigned Rights and assume the Assumed Obligations is based upon its own comprehensive review and independent expert evaluation of materials deemed relevant by Assignee and its agents. Assignee has made such independent investigation as Assignee deems to be warranted into the nature, title, attachment, perfection, priority, validity, enforceability, collectability and value of the Assigned Rights, the title, condition and value of any Loan Collateral, the market conditions and other characteristics of the places where any such Loan Collateral is located, and all other facts it deems material to the purchase of the Assigned Rights and the assumption of the Assumed Obligations.

Assignee has the financial wherewithal and otherwise has the ability to perform all of its obligations under this Agreement, including, without limitation, the ability to make future advances under the Loans.

6. Assignee's Remedies. Assignee's remedies for any breach that Assignee claims Assignor has committed in respect of this Agreement (each such breach, an "Assignee Claimed Breach"), including, without limitation, any breach of any representation or warranty on the part of Assignor, or non-fulfillment of any of the obligations on the part of Assignor hereunder, shall be limited solely to the following: (a) subject to the prior satisfaction of each of the Offset Conditions (as defined below), offset by Assignee against the Aggregate Purchase Price Holdback in an amount equal to the money damages (other than Excluded Damages) caused by the Assignee Claimed Breach, and (b) subject to the prior satisfaction of the Lawsuit Condition (as defined below), pursuing an action against Assignor in a court of competent jurisdiction to recover money damages (other than Excluded Damages) for the Assignee Claimed Breach, which action shall be commenced not later than ninety (90) days after the Effective Date; *provided, however*, that such ninety (90)-day period shall be tolled during any period of time commencing from the date on which Assignor provides written notice to Assignee that Assignor intends to cure the Assignee Claimed Breach and ending on the latest of (i) the date on which Assignor and Assignee agree in writing that Assignor has cured such Assignee Claimed Breach, (ii) the date on which Assignor provides written notice to Assignee that Assignor has discontinued its attempt to cure such Assignee Claimed Breach, and (iii) the date on which Assignor and Assignee agree in writing that Assignor has failed to cure such Assignee Claimed Breach (the "Assignee Tolling Period"). "Offset Conditions" shall mean the following: (A) Assignee shall have delivered to Assignor, not later than ninety (90) days after the Effective Date, a written statement describing, in reasonable detail, the nature of the Assignee Claimed Breach, and setting forth Assignee's calculation of the amount of money damages (other than Excluded Damages) caused by the Assignee Claimed Breach (the "Assignee Offset Statement"); and (B) Assignor shall have failed to cure such Assignee Claimed Breach within a reasonable time after Assignor's receipt of such Assignee Offset Statement. Subject to the time limitations specified in Section 7 hereof, nothing herein shall limit any right of Assignor to (1) contest, in a judicial proceeding or otherwise, Assignee's offset, right to offset or assertion of an Assignee Claimed Breach, whether or not Assignee has effected an offset prior to Assignor's initiation of such contest, or (2) assert, in a judicial proceeding or otherwise, that Assignee has failed to satisfy any of the Offset Conditions. "Lawsuit Condition" shall mean that the full amount of the Aggregate Purchase Price Holdback has been offset pursuant to clause (a) of this Section 6 and clause (a) of Section 6 of each of the other Assignment Agreements and/or is the subject of a pending offset claim. Assignee agrees that any failure by Assignee to commence an action of the kind described in clause (b) of this Section 6 on or before the ninetieth (90th) day after the Effective Date, plus any applicable Assignee Tolling Period, shall be an absolute bar to any recovery in such action, time being of the essence.

7. Assignor's Remedies. Nothing in this Agreement shall limit or prohibit Assignor from pursuing any right or remedy available to it at law or in equity (other than the recovery of Excluded Damages) for breach of this Agreement by Assignee (each such breach, an "Assignor Claimed Breach"), including, without limitation, any breach of representation or warranty on the part of Assignee, non-fulfillment of any of the obligations on the part of Assignee hereunder, including, without limitation, the Assumed Obligations, or improper offset, right to offset or assertion of an Assignee Claimed Breach; *provided, however*, that unless Assignor shall have provided written notice to Assignee, on or before the later of (a) ninety (90) days after the Effective Date and (b) ten (10) days after Assignor has received an Assignee Offset Statement, that Assignor intends to commence an action with respect to such Assignor Claimed Breach,

describing, in reasonable detail, the nature of the Assignor Claimed Breach (the "Assignor Claimed Breach Notice"). Assignor shall thereafter be barred from commencing any judicial proceeding with respect to such Assignor Claimed Breach, time being of the essence. In the event that Assignor timely provides an Assignor Claimed Breach Notice to Assignee, Assignor shall thereafter be entitled to commence a judicial proceeding with respect to such Assignor Claimed Breach and pursue the same until it has been fully and finally resolved.

8. Delivery of Documents; Further Assurances; UCC Assignments; Remittance of Funds.

8.1. Within five (5) Business Days after the Effective Date, and at the sole cost and expense of Assignor, Assignor shall deliver to Assignee each of the documents listed in Schedule B (which shall be originals or copies as specified in Schedule B) and an original allonge to each of the promissory notes listed in Schedule B (*provided* that if any executed original promissory note cannot be located, Assignor shall execute and deliver a customary lost note affidavit in a form reasonably satisfactory to Assignor and Assignee).

8.2. Assignor and Assignee shall each execute and deliver to the other, at the sole cost and expense of the requesting party, all further documents or instruments reasonably requested by either of them in order to effect the intent of this Agreement and to obtain the full benefit of this Agreement, including, without limitation, the execution and delivery by Assignor of any forms required by any insurer of a life insurance policy collaterally assigned to Assignor in order for such collateral assignment to be terminated. Any such document or instrument shall be prepared by the party requesting it, and shall be in form and substance reasonably satisfactory to the party of whom the request is made and its attorneys. If, in any instance after the Effective Date, Assignor is required to disgorge, to a trustee in bankruptcy, a receiver or any similar party, any payments it received on any of the Loans prior to the Effective Date, Assignee will, if requested in writing by Assignor, cooperate with Assignor to facilitate the filing of a claim (at Assignor's expense) by or on behalf of Assignor with respect to the disgorged amount. Assignee and Assignor acknowledge that, notwithstanding anything to the contrary contained in this Agreement, Assignor shall be entitled to any and all proceeds resulting from any such claim of the kind described in the immediately preceding sentence. If, in any instance after the Effective Date, Assignee is required to disgorge, to a trustee in bankruptcy, a receiver or any similar party, any payments it received on any of the Loans after the Effective Date, Assignor will, if requested in writing by Assignee, cooperate with Assignee to facilitate the filing of a claim (at Assignee's expense) by or on behalf of Assignee with respect to the disgorged amount. Assignee and Assignor acknowledge that, notwithstanding anything to the contrary contained in this Agreement, Assignee shall be entitled to any and all proceeds resulting from any such claim of the kind described in the immediately preceding sentence.

8.3. After this Agreement has become effective, Assignee is authorized to file assignments of any or all of the UCC-1 Financing Statements listed in Schedule B attached hereto that have not been terminated.

8.4. Prior to the Effective Date, in the ordinary course of Assignor's business, Client's customers and account debtors were contractually required to remit payment of Client's Receivables (a) to a Lock Box (if any, and if in the form of Paper Remittances), in which event

the Cash Management Bank was contractually required to deposit such Proceeds into the Cash Collateral Account at the Cash Management Bank in accordance with the Blocked Account Agreement, or (b) to the Cash Collateral Account at the Cash Management Bank, and thereafter available and collected proceeds of such Receivables were contractually required to be transmitted by the Cash Management Bank to Assignor's deposit account number [REDACTED] at SunTrust Bank (the "SunTrust Deposit Account"). Pursuant to the Letter re: Transfer of Depository Account of Alliance Business Lending, LLC to White Oak Commercial Finance, LLC, dated as of March 29, 2018 (the "Account Transfer Agreement"), Assignor will transfer ownership and control of the SunTrust Deposit Account to Assignee as of the Effective Date (as defined in the Account Transfer Agreement). SunTrust and Assignee have agreed that commencing immediately after the Effective Date (as defined in the Account Transfer Agreement), SunTrust is to continue to deposit such proceeds into the SunTrust Deposit Account and take all instructions regarding the SunTrust Deposit Account from Assignee. In the event that, at any time after the Effective Date, Assignor obtains actual knowledge that it has received such proceeds of such Receivables that are available and in finally collected funds in any accounts (other than the SunTrust Deposit Account) belonging to Assignor, Assignor shall promptly instruct the applicable bank to transmit the same to Assignee, by wire transfer of immediately available funds in the lawful currency of the United States of America in accordance with the following wire transfer instructions:

Wells Fargo Bank
450 South Australian Avenue,
8th Floor
West Palm Beach, FL 33401

[REDACTED]
[REDACTED]
[REDACTED]
For the account of: White Oak Commercial Finance, LLC

Except as expressly set forth in the immediately preceding sentence, after the Effective Date, Assignor shall have no responsibility for the collection, administration or remittance of Client's Receivables or proceeds thereof. After the Effective Date, Assignor shall not close the SunTrust Deposit Account, make or cause to be made any withdrawals from the SunTrust Deposit Account, or otherwise exercise ownership, authority or control in respect of the SunTrust Deposit Account. Assignor shall not have any duty or liability to Assignee for any act, event, condition or circumstance in respect of, or arising out of, the SunTrust Deposit Account occurring on or after the Effective Date, including, without limitation, arising from any of the following having its inception on or after the Effective Date: (i) any checks, drafts, wire transfers, ACH entries or other items deposited in or credited to the SunTrust Deposit Account that are returned for any reason or otherwise not collected, (ii) any adjustments or corrections of any posting or encoding errors, (iii) any overdrafts on the SunTrust Deposit Account, or (iv) any service charges, commissions, expenses, fees or other items chargeable to the SunTrust Deposit Account ((i) through and including (iv), collectively, "Charges"), and Assignor shall not assert against Assignor or any of its assets (including, without limitation, the Purchase Price Holdback) any claim, liability or expense arising from or relating to any act, event, condition or circumstance in respect of, or arising out of, the SunTrust Deposit Account occurring on or after the Effective Date, including, without limitation, any Charges. Assignee will cause (A) the name

of the owner of the SunTrust Deposit Account on the records of SunTrust Bank to be changed from that of Assignor to that of Assignee, and (B) the Federal Tax Identification Number associated with the SunTrust Deposit Account to be changed on the records of SunTrust Bank from that of Assignor to that of Assignee, and provide written verification thereof within ten (10) days after the Effective Date.

9. Miscellaneous.

9.1. *Limited Beneficiaries.* Nothing contained in this Agreement shall be construed to give any person, firm, corporation or other entity, other than Assignor and Assignee and their respective successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.

9.2. *Notices.* Any Notices or communications required or permitted hereunder shall be sufficient if sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

Assignor:

Alliance Business Lending, LLC
1095 Nimitzview Drive, Suite 400
Cincinnati, Ohio 45230
Attention: Steven C. Kieffner, President & CEO
Fax Number: (513) 429-5510

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

Vorys, Sater, Seymour and Pease LLP
301 East Fourth Street
Suite 3500, Great American Tower
Cincinnati, Ohio 45202
Attention: Mel Bedree
Fax Number: (513) 852-8491

Assignee:

White Oak Commercial Finance, LLC
1700 Broadway
New York, New York 10019
Attention: Robert Grbic, CEO
Fax Number: (866) 892-7402

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

Hahn & Hessen LLP
488 Madison Avenue
New York, New York 10022

Attention: Jeanne Siegel
Fax Number: (212) 478-7400

or such other addresses as shall be furnished in writing by either party to the other, and any such notice or communication shall be deemed to have been given five (5) days after the date so mailed. Notwithstanding the foregoing, all notices not involving the initiation or continuation of litigation may be sent by telecopy to the numbers given above or by overnight courier service.

9.3. *Confidentiality.* Assignee acknowledges that it will be subject to, and agrees to comply with, all obligations of confidentiality of the Lender under the Loan Documents from and after the Effective Date. In addition, all information disclosed heretofore or hereafter by any party to this Agreement (the "Discloser") to any other party to this Agreement (the "Recipient") concerning this Agreement and the transactions contemplated hereby shall be kept confidential by such other party and shall not be used by such other party otherwise than as herein contemplated, except (a) to the extent that it (i) was independently created by the Recipient or any of its directors, managers, officers, employees, financial advisors, lenders, accountants, legal counsel or agents (collectively, "Representatives") as of the Effective Date without any reliance on any otherwise confidential information; (ii) becomes generally available to the public other than as a result of a disclosure by the Recipient or any of its Representatives in breach of this Agreement; or (iii) becomes available to the Recipient or its Representatives on a non-confidential basis from a source (other than the Discloser or its agents or advisors), who is not known by the Recipient or any of its Representatives to be otherwise bound by a legal, contractual or fiduciary obligation to the Discloser (or to any Loan Party under any of the Loan Documents) not to disclose such information; and (b) that such information may be disclosed: (i) to the Recipient's directors, managers, officers, members, employees, financial advisors, lenders, accountants, legal counsel and agents (collectively, "Representatives") who have a need to know such information (it being agreed by the Recipient that such Representatives shall (1) be informed by the Recipient of the confidential nature of such information and (2) be directed by the Recipient to treat such information confidentially in accordance with this Agreement); (ii) pursuant to the express written consent of the Discloser in a writing delivered by the Discloser to the Recipient after the Effective Date; (iii) to comply with any valid subpoena or order of any court ("Court Order") or any applicable law, regulation, or other legal process (collectively with any Court Orders, the "Law") requiring disclosure to a governmental authority; *provided, however,* if the Recipient receives a request by a governmental authority to disclose any such information pursuant to the Law, it will, unless prohibited by Law (A) promptly notify the Discloser of such request so that the Discloser may seek appropriate protective action; and (B) if disclosure is required, not hinder the Discloser in any attempt that the Discloser may make to obtain an order or other reliable assurance that designated portions of such information should not be disclosed; and (iv) to the extent necessary to enforce this Agreement. The restrictions on disclosure of information under this Section 9.3 shall terminate on the date on which Assignor is no longer in legal existence; *provided, however,* that nothing in this Section 9.3 shall limit any obligation of confidentiality that Assignee may have as Lender under the Loan Documents. Assignor and Assignee hereby terminate, as of the Effective Date, the Confidentiality Agreement dated November 1, 2017, by and between Assignor and Assignee (the "Confidentiality Agreement"), and neither Assignor nor Assignee shall have any further obligations or liabilities under the Confidentiality Agreement after the Effective Date.

9.4. *Expenses; Fees and Taxes.* Assignee and Assignor shall each pay its own out-of-pocket expenses, including, without limitation, legal and accounting expenses, incident to the preparation and carrying out of this Agreement, whether or not the transactions herein contemplated shall be consummated; *provided* that if any dispute arises between the parties hereto concerning this Agreement or their respective rights, duties and obligations hereunder, the party prevailing in such proceeding, as determined by the court, shall be entitled to reasonable attorneys' fees and costs in addition to any other relief that may be granted. Assignee shall pay all transfer, filing and recording fees, taxes, costs and expenses, and any applicable documentary taxes, required to be paid in connection with the transactions contemplated hereby. Assignee shall submit all Internal Revenue Service forms and returns with respect to the Loans from and after the Effective Date.

9.5. *Entire Agreement.* This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated herein and supersedes in all respects all understandings and agreements heretofore had between the parties hereto. This Agreement may not be altered, amended or terminated orally.

9.6. *Governing Law; Severability.* This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York. If any term, covenant, condition or provision hereof is unlawful, invalid, or unenforceable for any reason whatsoever, and such illegality, invalidity, or unenforceability does not affect the remaining parts of this Agreement, then all such remaining parts shall be valid and enforceable and shall have full force and effect as if the invalid or unenforceable part had not been included.

9.7. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and if so executed, (a) may be relied on by each party as if the documents were a manually signed original and (b) will be binding on each party for all purposes.

9.8. *Captions.* The headings and captions herein contained are intended for convenience of reference only and shall not be construed to alter or vary the text.

9.9. *WAIVER OF JURY TRIAL.* EACH OF THE PARTIES HERETO AGREES THAT IF ANY ISSUE, CLAIM, CONTROVERSY OR OTHER MATTER ARISING UNDER OR OUT OF THIS AGREEMENT IS TRIED IN A COURT OF LAW IN ANY JURISDICTION, SUCH TRIAL OR OTHER PROCEEDING SHALL BE WITHOUT A JURY, AND EACH OF THE PARTIES HERETO EXPRESSLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY SUCH TRIAL OR OTHER PROCEEDING.

9.10. *LIMITATION OF DAMAGES.* EACH OF THE PARTIES HERETO EXPRESSLY WAIVES ANY RIGHTS THAT IT MAY HAVE TO SEEK OR RECOVER EXCLUDED DAMAGES.

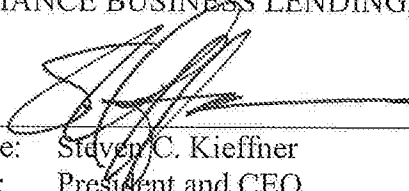
9.11. *Survival.* The representations and warranties of Assignor set forth in Section 4 hereof, and the representations and warranties of Assignee set forth in Section 5

hereof, shall survive for a period of ninety (90) days after the Effective Date; it being understood and agreed that nothing in this Section 9.11 shall operate to extend the time periods referred to in Sections 3.2, 6 or 7 hereof, nor shall anything in this Section 9.11 operate to limit or impair the rights or protections of Assignor and Assignee under Sections 6 and 7 hereof. All other covenants and agreements of the parties contained in this Agreement shall survive the Effective Date.



[Signature page follows]

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

ALLIANCE BUSINESS LENDING, LLC

By: 
Name: Steven C. Kieffner
Title: President and CEO

Wire Transfer Instructions:

Bank: SunTrust Bank
City, State: Atlanta, Georgia

Beneficiary: Alliance Business Lending, LLC
Address: 1095 Nimitzview Drive, Suite 400
Cincinnati, Ohio 45230


WHITE OAK COMMERCIAL FINANCE, LLC

By: _____
Name: Robert Grbic
Title: President and CEO

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

ALLIANCE BUSINESS LENDING, LLC

By: _____
Name: Steven C. Kieffner
Title: President and CEO

Wire Transfer Instructions:

Bank: SunTrust Bank
City, State: Atlanta, Georgia
[REDACTED]
Beneficiary: Alliance Business Lending, LLC
Address: 1095 Nimitzview Drive, Suite 400
Cincinnati, Ohio 45230
[REDACTED]

WHITE OAK COMMERCIAL FINANCE, LLC

By: _____
Name: Robert Girbic
Title: President and CEO

Exhibit I

[Alliance Business Lending Letterhead]

March [], 2018

[Name and address of Borrower]

Our auditors, , are conducting an audit of our financial statements. Please confirm directly to them the following information relating to loans made by us as of December 31, 2017:

Total loan commitment:	\$ []
Amount outstanding:	\$ []
Interest rate:	[]
Date interest has been paid through:	[]
Collateral description:	[]

Please indicate in the space provided below whether the above is in agreement with your records. If it is not, please furnish our auditors any information you may have that will help them reconcile the difference.

After signing and dating your reply, please mail it directly to , 1 East 4th Street, Cincinnati, OH 45202 in the enclosed return envelope. You may also e-mail the confirmation to Matthew Gramke at mjgramke@cshco.com.

Very truly yours,

Steve Kieffner

To:

The above information agrees with our records, with the following exceptions (if any):

Signature: _____
Title: _____
Date: _____

Schedule A

<u>Loan</u>	<u>Principal</u>	<u>Interest</u>	<u>Fees</u>	<u>Total</u>	<u>Per Diem</u>
Revolving Advances	██████████	██████████	██████████	██████████	██████████

SCHEDULE B¹

MATERIAL LOAN DOCUMENTS

As used in this Schedule B, the following terms have the following meanings:

"Borrowers" means each of, and collectively:

- (a) SST Bearing Corporation, an Ohio corporation ("SST Bearing");
- (b) Scott Engineering and Procurement, Inc., an Ohio corporation ("Scott Engineering"); and
- (c) SST Precision Mfg. Inc., an Ohio corporation ("SST Precision").

"Corporate Guarantors" means each of, and collectively:

- (a) SST Vietnam Investment Company, an Ohio corporation ("SST Vietnam");
- (b) SST Chain, Inc., an Ohio corporation ("SST Chain");
- (c) SST Travel, Inc., an Ohio corporation ("SST Travel");
- (d) SST Electric, Inc., an Ohio corporation ("SST Electric"); and
- (e) SST Wuxi Bearing Group, Inc., an Ohio corporation ("SST Wuxi").

"Individual Guarantor" means C. Winfield Scott, an individual and resident of the State of Ohio.

"Lender" means Alliance Business Lending, LLC, a Kentucky limited liability company.

"SST Conveyor" means SST Conveyor Components, Inc., an Ohio corporation. SST Conveyor was an initial borrower under this credit facility, but was subsequently sold and released with Lender's consent.

"Subordinated Creditors" means each of, and together:

- (a) Loveland Properties Limited Partnership, an Ohio limited partnership ("Loveland Properties");
- (b) EMQ Bearings, Inc., an Ohio corporation ("EMQ Bearings"); and
- (c) Individual Guarantor.

¹ Except as otherwise indicated in this Schedule B, the Loan Documents to be delivered pursuant to this Agreement are originals of such documents.

I. LOAN DOCUMENTS:

1. Loan Agreement, dated as of June 26, 2014, among Borrowers and Lender, together with all Exhibits, Schedules and Riders thereto, including the following Riders:

a. Borrowing Base and Reporting Rider (Receivables, Inventory and Equipment), dated as of June 26, 2014, among Borrowers and Lender;

b. Electronic Reporting Rider, dated as of June 26, 2014, among Borrowers and Lender;

c. Second Amended and Restated Financial Covenants Rider, executed as of October 31, 2017 and dated to be effective as of September 30, 2017, among Borrowers and Lender; (copy)

d. Loan Participation Rider, dated as of June 26, 2014, among Borrowers and Lender;

e. Multiple Borrower Rider, dated as of June 26, 2014, among Borrowers and Lender;

f. "S" Corp/LLC-- Pass-Through Tax Distribution Rider, dated as of June 26, 2014, among Individual Guarantor, Scott Engineering and Lender; and

g. Second Amended and Restated Special Provisions Rider, dated as of August 12, 2016, among Borrowers and Lender. (copy)

2. Consent, Release and Acknowledgement Agreement, dated as of December 22, 2014, among Lender, Borrowers and SST Conveyor, and acknowledged and agreed to by each of the Corporate Guarantors, Individual Guarantor and SST Conveyor Acquisition Company LLC.

3. Letter Agreement, dated as of February 9, 2016, among Lender and Borrowers.

4. Letter Agreement, dated as of June 20, 2016, among Lender, Borrowers, Individual Guarantor and Corporate Guarantors. (copy)

5. Letter Agreement, dated as of July 22, 2016, among Lender, Borrowers, Individual Guarantor and Corporate Guarantors. (copy)

6. Letter Agreement Regarding Waiver of Existing Defaults, dated as of October 31, 2017, among Borrowers, Corporate Guarantors, Individual Guarantor and Lender. (copy)

7. Letter Agreement Regarding Asset Sales, Debt Prepayment and the Inventory Sublimit, dated as of February 6, 2018, among Borrowers, Corporate Guarantors, Individual Guarantor and Lender. (copy)

8. Third Amended and Restated Revolving Note, dated August 12, 2016, made by Borrowers to the order of Lender in the aggregate principal amount of [REDACTED].

9. Guaranty, dated as of June 26, 2014, made by SST Vietnam for the benefit of Lender.
10. Guaranty, dated as of June 26, 2014, made by SST Chain for the benefit of Lender.
11. Guaranty, dated as of June 26, 2014, made by SST Travel for the benefit of Lender.
12. Guaranty, dated as of June 26, 2014, made by SST Electric for the benefit of Lender.
13. Guaranty, dated as of June 26, 2014, made by SST Wuxi for the benefit of Lender.
14. Guaranty, dated as of June 26, 2014, made by Individual Guaranty for the benefit of Lender.
15. Reaffirmation and Amendment of Guaranty dated as of December 22, 2014, between Individual Guarantor and Lender.
16. Security Agreement, dated as of June 26, 2014, between SST Bearing and Lender, together with the following Riders thereto:
 - a. Trademark Collateral Rider, dated as of June 26, 2014, between SST Bearing and Lender (together with evidence of the filing thereof with the United States Patent and Trademark Office);
 - b. Patent Collateral Rider, dated as of June 26, 2014, between SST Bearing and Lender (together with evidence of the filing thereof with the United States Patent and Trademark Office);
 - c. Copyright Collateral Rider, dated as of June 26, 2014, between SST Bearing and Lender (together with evidence of the filing thereof with the United States Copyright Office); and
 - d. Collateral Disclosure Rider, dated as of June 26, 2014, between SST Bearing and Lender.
17. Security Agreement, dated as of June 26, 2014, between Scott Engineering and Lender, together with the following Rider thereto:
 - a. Collateral Disclosure Rider, dated as of June 26, 2014, between Scott Engineering and Lender.
18. Security Agreement, dated as of June 26, 2014, between SST Precision and Lender, together with the following Rider thereto:

a. Collateral Disclosure Rider, dated as of June 26, 2014, between SST Precision and Lender.

19. Security Agreement, dated as of June 26, 2014, between SST Vietnam and Lender, together with the following Riders thereto:

a. Pledged Collateral Rider, dated as of June 26, 2014, between SST Vietnam and Lender; and

b. Collateral Disclosure Rider, dated as of June 26, 2014, between SST Vietnam and Lender.

20. Security Agreement, dated as of June 26, 2014, between SST Chain and Lender, together with the following Rider thereto:

a. Collateral Disclosure Rider, dated as of June 26, 2014, between SST Chain and Lender.

21. Security Agreement, dated as of June 26, 2014, between SST Travel and Lender, together with the following Rider thereto:

a. Collateral Disclosure Rider, dated as of June 26, 2014, between SST Travel and Lender.

22. Security Agreement, dated as of June 26, 2014, between SST Electric and Lender, together with the following Rider thereto:

a. Collateral Disclosure Rider, dated as of June 26, 2014, between SST Electric and Lender.

23. Security Agreement, dated as of June 26, 2014, between SST Wuxi and Lender, together with the following Rider thereto:

a. Collateral Disclosure Rider, dated as of June 26, 2014, between SST Wuxi and Lender.

24. Deposit Account Control Agreement (Hard Account Agreement), dated as of June 27, 2014, by and among SST Bearing, Lender and PNC Bank, National Association.

25. Deposit Account Control Agreement (Springing Agreement), dated as of June 27, 2014, by and among SST Bearing, Lender and PNC Bank, National Association.

26. Subordination Agreement, dated as of June 26, 2014, between EMQ Bearings and Lender, and acknowledged by Borrowers and Corporate Guarantors.

27. Subordination Agreement, dated as of June 26, 2014, between Loveland Properties and Lender, and acknowledged by Borrowers and Corporate Guarantors.

28. Subordination Agreement, dated as of August 1, 2016, between Senior Lender and Individual Guarantor, and acknowledged by Borrowers and Corporate Guarantors. (copy)

29. Landlord Waiver, dated as of June 26, 2014, made by Loveland Properties for the benefit of Lender relative to the premises located at (i) 154 Commerce Blvd., Loveland, Ohio 45140, (ii) 185 Commerce Blvd., Loveland, Ohio 45140, and (iii) 119 Northeast Drive, Loveland, Ohio 45140.

30. Reservation of Rights Letter, dated as of February 28, 2017, made by Lender to Borrowers, Corporate Guarantors and Individual Guarantor.

31. Reservation of Rights Letter, dated as of June 7, 2017, made by Lender to Borrowers, Corporate Guarantors and Individual Guarantor.

32. Legal Opinion, dated as of June 26, 2014, made by Dinsmore & Shohl LLP for the benefit of Lender.

33. Officer's Certificate, dated as of June 26, 2014, made by C. Winfield Scott, as President of SST Bearing, for the benefit of Lender.

34. Officer's Certificate, dated as of June 26, 2014, made by C. Winfield Scott, as President of Scott Engineering, for the benefit of Lender.

35. Officer's Certificate, dated as of June 26, 2014, made by C. Winfield Scott, as President of SST Precision, for the benefit of Lender.

36. Officer's Certificate, dated as of June 26, 2014, made by C. Winfield Scott, as President of SST Chain, for the benefit of Lender.

37. Officer's Certificate, dated as of June 26, 2014, made by C. Winfield Scott, as President of SST Electric, for the benefit of Lender.

38. Officer's Certificate, dated as of June 26, 2014, made by C. Winfield Scott, as President of SST Travel, for the benefit of Lender.

39. Officer's Certificate, dated as of June 26, 2014, made by C. Winfield Scott, as President of SST Vietnam, for the benefit of Lender.

40. Officer's Certificate, dated as of June 26, 2014, made by C. Winfield Scott, as President of SST Wuxi, for the benefit of Lender.

II. UCC FINANCING STATEMENTS:

41. UCC Financing Statement – SST Bearing Corporation (Debtor) and Alliance Business Lending, LLC (Secured Party) filed with the Ohio Secretary of State on June 25, 2014, No. [REDACTED].

42. UCC Financing Statement – Scott Engineering and Procurement, Inc. (Debtor) and Alliance Business Lending, LLC (Secured Party) filed with the Ohio Secretary of State on June 25, 2014, No. [REDACTED].

43. UCC Financing Statement – SST Precision Mfg. Inc. (Debtor) and Alliance Business Lending, LLC (Secured Party) filed with the Ohio Secretary of State on June 25, 2014, No. [REDACTED].

44. UCC Financing Statement – SST Chain, Inc. (Debtor) and Alliance Business Lending, LLC (Secured Party) filed with the Ohio Secretary of State on June 25, 2014, No. [REDACTED].

45. UCC Financing Statement – SST Electric, Inc. (Debtor) and Alliance Business Lending, LLC (Secured Party) filed with the Ohio Secretary of State on June 25, 2014, No. [REDACTED].

46. UCC Financing Statement – SST Travel (Debtor) and Alliance Business Lending, LLC (Secured Party) filed with the Ohio Secretary of State on June 25, 2014, No. [REDACTED].

47. UCC Financing Statement – SST Vietnam Investment Company, Inc. (Debtor) and Alliance Business Lending, LLC (Secured Party) filed with the Ohio Secretary of State on June 25, 2014, No. [REDACTED].

48. UCC Financing Statement – SST Wuxi Bearing Group, Inc. (Debtor) and Alliance Business Lending, LLC (Secured Party) filed with the Ohio Secretary of State on June 25, 2014, No. [REDACTED].

Schedule 4.11(a)

None.

Schedule 4.11(b) - SST Bearing

BORROWER	BANK	ACCOUNT #	TITLE
SST Bearing	PNC	██████████	EXCLUSIVE CONTROL DACA BLOCK
SST Bearing	PNC	██████████	SPRINGING DACA