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

February 7, 2023
Date of Report (date of Earliest Event Reported)

NEWTEKONE, INC.
(Exact Name of Company as Specified in its Charter)

Maryland	**001-36742**	**46-3755188**
(State or Other Jurisdiction of Incorporation or Organization)	(Commission File No.)	(I.R.S. Employer Identification No.)

4800 T Rex Avenue, Suite 120, Boca Raton, Florida 33431
(Address of principal executive offices and zip code)

(212) 356-9500
(Company's telephone number, including area code)

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.02 per share	NEWT	Nasdaq Global Market LLC
5.75% Notes due 2024	NEWTL	Nasdaq Global Market LLC
5.50% Notes due 2026	NEWTZ	Nasdaq Global Market LLC

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))

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.

The information provided under Item 3.02 below is incorporated by reference to this Item 1.01 in its entirety.

Item 3.02. Unregistered Sales of Equity Securities.

On February 3, 2023, NewtekOne, Inc. (the "Company") entered into a Securities Purchase Agreement (the "Purchase Agreement") with Patriot Financial Partners IV, L.P., and Patriot Financial Partners Parallel IV, L.P. (together, "Patriot") in respect of 20,000 shares (the "Shares") of the Company's Series A Convertible Preferred Stock, par value $0.02 per share (the "Series A Preferred Stock"). The aggregate purchase price paid for the Shares was $20,00,000.00. The Purchase Agreement provided for the Shares (and the Warrants, as described below) to be issued to Patriot in a private placement transaction in reliance on Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"). The Company relied upon this exemption from registration based in part on representations made by Patriot. The Shares and Warrants have not been registered under the Securities Act and may not be offered or sold absent registration or an applicable exemption from registration. The Purchase Agreement contains customary representations, warranties and covenants. The transaction closed concurrently with execution of the Purchase Agreement.

The foregoing summary of the Purchase Agreement does not purport to be complete and is subject to, and qualified in its entirety by the actual text of the Purchase Agreement.

Articles Supplementary; Series A Preferred Stock

The Shares were issued in accordance with Articles Supplementary to the Company's amended and restated charter (the "Articles Supplementary") filed with the Maryland State Department of Assessments and Taxation setting forth the rights, preferences and privileges of the Series A Preferred Stock. Each share of Series A Preferred Stock was issued at a price of $1,000 per share (the "Issue Price") and is convertible at the holder's option into 47.54053782 shares of the Company's Common Stock, par value $0.02 per share (the "Common Stock"), representing a 20% premium over the volume-weighted average price of the Common Stock for the 30 days prior to the closing of the transaction, subject to customary adjustments for stock splits, dividends payable in shares of Common Stock, reclassifications and the like.

Holders of Series A Preferred Stock will be entitled to receive (when and if declared) cumulative cash dividends, payable quarterly, equal to the greater of (i) 8.0% of the Issue Price, or (ii) the amount the holder would have received during the applicable dividend period if such share had been converted into Common Stock immediately prior to the payment of such dividend. The holders of Series A Preferred Stock will be entitled to receive liquidating distributions per share equal to the greater of (i) 1.25 times the Issue Price for such share of Series Preferred Stock, or (ii) the amount the holder of such share of Series A Preferred Stock would receive in respect of such share, if such share had been converted into Common Stock immediately prior to the Company's liquidation, dissolution, or winding up, plus any accumulated but unpaid dividends.

At any time following the five year anniversary of the issuance of the Shares, the Company may, in its sole discretion, redeem all or any part of the then outstanding shares of Series A Preferred Stock at a price equal to the Issue Price, plus an amount equal to all accumulated but unpaid dividends. The Series A Preferred Stock is not redeemable at the option of the holders at any time. The Series A Preferred Stock will be entitled to vote on an as-converted basis together the holders of all outstanding shares of Common Stock. In addition, the holders of the Series A Preferred Stock shall be entitled to vote as a single class on (i) any amendment, alteration or repeal of any provision of the Articles Supplementary or the Company's amended and restated charter that would adversely affect the rights, preferences, privileges or voting powers of the Series A Preferred Stock and or (ii) the consummation of any Reorganization Event (as defined in the Articles Supplementary) that would adversely affect the rights, preferences, privileges or voting powers of the Series A Preferred Stock.

The foregoing summary of the Articles Supplementary does not purport to be complete and is qualified entirely by reference to the text of the Articles Supplementary which is included as Exhibit 3.1 to this Current Report on Form 8-K.

Investor Rights Agreement

Pursuant to the Purchase Agreement, the Company and Patriot concurrently entered into an Investor Rights Agreement (the "Investor Rights Agreement"). The Investor Rights Agreement provides that so long as Patriot owns 50% of the Shares originally acquired pursuant to the Purchase Agreement (the "Minimum Ownership Threshold"), it will, subject to applicable legal and regulatory requirements, have the right to nominate a representative to the Board of Directors of Newtek Bank, N.A. (the "Bank"), a wholly-owned subsidiary of the Company that is a national banking association supervised and regulated by the Office of the Comptroller of the Currency. In addition, subject to applicable legal and regulatory requirements, if (i) the Bank is no longer considered "well-capitalized" under the Federal Deposit Insurance Corporation's prompt corrective action framework, (ii) the Bank enters into a public consent order or public memorandum of understanding with any governmental authority, or (iii) Barry Sloane is no longer serving as the chief executive officer of either the Company or the Bank (a

"Triggering Event") Patriot would become entitled to also nominate a director to serve on the Company's Board of Directors. Prior to a Triggering Event, Patriot will be entitled to an observer to the Company's Board of Directors as well as certain information rights.

The foregoing summary of the Investor Rights Agreement does not purport to be complete and is qualified entirely by reference to the text of the Investor Rights Agreement which is included as Exhibit 10.1 to this Current Report on Form 8-K.

Registration Rights Agreement

Pursuant to the Purchase Agreement, the Company and Patriot entered into a Registration Rights Agreement (the "Registration Rights Agreement). Pursuant the Registration Rights Agreement, at any time following the fifth anniversary of the closing Patriot may request that the Company file a registration statement under to the Securities Act covering the Shares and the Common Stock issuable upon the conversion of the Shares and Warrants. The Registration Rights Agreement also provides Patriot with piggyback registration rights in the event the Company, subject to certain customary exceptions, proposes to file a registration statement in respect of any primary or secondary offering of its Common Stock or other securities.

The foregoing summary of the Registration Rights Agreement does not purport to be complete and is qualified entirely by reference to the text of the Registration Rights Agreement which is included as Exhibit 10.2 to this Current Report on Form 8-K.

Warrants

Pursuant to the Purchase Agreement, the Company issued warrants to Patriot to purchase, in the aggregate,47,540 shares of Common Stock (the "Warrants") for $21.03468 per share (representing the same 20% premium over the volume-weighted average price of the Common Stock for the 30 days prior to the closing of the transaction used to determine the conversion ratio of the Series A Preferred Stock). The Warrants are exercisable in whole or in part until the ten year anniversary of the closing of the transaction and may be exercised for cash or on a "net share" basis, with the number of shares withheld determined based on the closing price of the Common Stock on the date of such exercise. The exercise price and number of shares issuable upon exercise of the Warrants is subject to customary adjustments for stock splits, dividends payable in shares of Common Stock, reclassifications and the like.

The foregoing summary of the Warrants does not purport to be complete and is qualified entirely by reference to the text of the Warrants, a form of which is included as Exhibit 4.1 to this Current Report on Form 8-K.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On February 3, 2023, the Company, in connection with the issuance of its Series A Preferred Stock described above, designated 20,000 shares of its authorized and unissued stock as Series A Convertible Preferred Stock and filed Articles Supplementary to the Company's amended and restated charter with the State Department of Assessments and Taxation of Maryland, which is attached hereto as Exhibit 3.1 and incorporated by reference herein.

A summary of the rights, preferences and privileges of the Series A Preferred Stock and the Articles Supplementary is included in Item 3.02 above and is incorporated by reference to this Item 5.03 in its entirety.

Item 9.01 Financial Statement and Exhibits

(d) Exhibits.

Exhibit Number	Description
3.1	Articles Supplementary to the Company's Amended and Restated Charter dated February 3, 2023
4.1	Form of Warrant
10.1	Investor Rights Agreement
10.2	Registration Rights Agreement
104	Cover Page Interactive Data File

SIGNATURES

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

NEWTEKONE, INC.

Date: February 7, 2023

By: /S/ BARRY SLOANE

Barry Sloane

Chief Executive Officer, President and Chairman of the Board

NEWTEKONE, INC.

ARTICLES SUPPLEMENTARY

NEWTEKONE, INC., a Maryland corporation (the "**Corporation**"), hereby certifies to the State Department of Assessments and Taxation of Maryland (the "**Department**"), that:

FIRST: Section 5.1 of Article 5 of the amended and restated charter of the Corporation (the "**Charter**") authorizes the issuance of two hundred million (200,000,000) shares of the Corporation's stock, initially consisting of 200,000,000 shares of common stock, par value $0.02 per share ("**Common Stock**"). Article 5 of the Charter expressly authorizes the board of directors of the Corporation (the "**Board of Directors**") to classify unissued stock into shares of another class or series of stock, including Preferred Stock, in which case and the number of authorized shares of the former class or series shall be automatically decreased and the number of shares of the latter class or series shall be automatically increased, in each case by the number of shares so classified, so that the aggregate number of shares of stock of all classes and series that the Corporation has authority to issue shall not be more than the total number of shares of stock set forth in Section 5.1 of Article 5. Section 5.4 of Article 5 of the Charter expressly authorizes the Board of Directors to provide for the issuance of shares of Preferred Stock into one or more classes or series of stock, fix the designation, powers, preferences and rights of the shares of each such series and any qualifications, limitations or restrictions thereof.

SECOND: Under the power contained in Article 5 of the Charter, the Board of Directors classified and designated 20,000 authorized but unissued shares of Preferred Stock as the "**Series A Convertible Preferred Stock**" and fixed the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends, qualifications and terms and conditions of redemption of such Series A Convertible Preferred Stock.

THIRD: Subject in all cases to the provisions of Article 5 of the Charter, the Series A Convertible Preferred Stock shall have the following preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends, qualifications and terms and conditions of redemption, which, upon any restatement of the Charter, shall become part of Article 5 of the Charter, with any necessary or appropriate renumbering or relettering of the sections or subsections hereof:

Section 1. Designation and Number. There is hereby created out of the authorized and unissued shares of preferred stock of the Corporation a series of preferred stock designated as the "Series A Convertible Preferred Stock" (the "**Series A Convertible Preferred Stock**"). The number of shares constituting such series shall be 20,000 . The Series A Convertible Preferred Stock shall have par value of $0.02 per share.

Section 2. Ranking. The Series A Convertible Preferred Stock will rank senior to all future issuances of preferred stock other than those which, by their respective terms, rank *pari passu* with or senior to the Series A Convertible Preferred Stock, and shall rank senior to the Common Stock with respect to all terms (other than voting, as set forth herein), including, the payment of dividends or distributions, and payments and rights upon liquidation, winding up and dissolution.

Section 3. Definitions.

The following initially capitalized terms shall have the following meanings, whether used in the singular or the plural:

(a) "**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 Person, as such terms are used in and construed under Rule 405 under the Securities Act of 1933, as amended.

(b) "**Articles Supplementary**" means these Articles Supplementary relating to the Series A Convertible Preferred Stock.

(c) "**Business Day**" means a day, other than a Saturday or Sunday, on which banks in Connecticut are open for the general transaction of business.

(d) "**Date of Original Issue**" has the meaning set forth in Section 4.

(e) "**Dividends**" has the meaning set forth in Section 4.

(f) "**Dividend Payment Date**" has meaning set forth in Section 4.

(g) "**Dividend Period**" has meaning set forth in Section 4.

(h) "**Holder**" means the Person in whose name the shares of the Series A Convertible Preferred Stock are registered, which may be treated by the Corporation as the absolute owner of the shares of Series A Convertible Preferred Stock for the purpose of making payment and settling the related conversions and for all other purposes.

(i) "**Liquidation Preference**" means, as to the Series A Convertible Preferred Stock, $1,000 per share, plus all accrued but unpaid dividends thereon

(j) "**Person**" means a legal person, including any individual, corporation, estate, partnership, joint venture, association, joint-stock company, limited liability company or trust.

(k) "**Proceeding**" means an action, claim, suit, arbitration, hearing, investigation or proceeding (including, without limitation, an investigation or partial proceeding, such as a deposition).

(l) "**Reorganization Event**" means (i) any consolidation, merger or other similar business combination of the Corporation with or into another Person, in each case pursuant to which the Common Stock will be converted into cash, securities or other property of the Corporation or another Person; (ii) any sale, transfer, lease or conveyance to another Person of all or substantially all of the property or assets of the Corporation, in each case pursuant to which the Common Stock will be converted into cash, securities or other property of the Corporation or another Person; or (iii) any change, including by capital reorganization, reclassification or otherwise (other than a transaction resulting in an adjustment pursuant to Section 4 below), of the Common Stock into securities including securities other than Common Stock.

(m) "**Series A Convertible Preferred Stock**" has the meaning set forth in Section 1.

(n) "**Voting Security**" has the meaning set forth in 12 C.F.R.§225.2(q) or any successor provision.

Section 4. Dividends and Distributions; Adjustments for Combinations and Divisions of Common Stock.

(a) Holders of Series A Convertible Preferred Stock will be entitled to receive, when, as and if declared by the Board of Directors or a duly authorized committee of the Board of Directors, out of funds legally available therefor, cumulative cash dividends ("**Dividends**") in a per share amount equal to the greater of (i) an amount at a rate per annum equal to 8.0% of the Liquidation Preference of each such share (subject to adjustment as provided herein), or (ii) the amount the Holder of such share of Series A Convertible Preferred Stock would have received during the applicable Dividend Period (as defined below) in respect of such share if such share had been converted into Common Stock immediately prior to the payment of such Dividend, payable in arrears on each April 1, July 1, October 1 and January 1, beginning on the first such date following the date of issuance (each, a "**Dividend Payment Date**"). If any Dividend Payment Date is not a Business Day, then dividends will be payable on the first Business Day following such date and dividends shall accrue to the actual payment date.

The term "**Dividend Period**" means each period from and including a Dividend Payment Date (or the date of issuance in the case of the first Dividend Period) to but excluding the next Dividend Payment Date. The amount of dividends payable for any Dividend Period shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

(b) Dividends on shares of Series A Convertible Preferred Stock shall accumulate from the date on which the first shares of such Series A Convertible Preferred Stock are originally issued (the "**Date of Original Issue**") or, with respect to any shares of Series A Convertible Preferred Stock issued after the Date of Original Issue, shall be cumulative from the most recent Dividend Payment Date to which dividends have been paid in full. Dividends on account of arrears for any past Dividend Period may be declared and paid at any time, without reference to any Dividend Payment Date, to Holders of record on such date.

(c) For so long as shares of Series A Convertible Preferred Stock are outstanding, the Corporation shall not declare, pay or set apart for payment any dividend or other distribution (other than a dividend or distribution paid in shares of, or options, warrants or rights to subscribe for or purchase, Common Stock or other shares of capital stock, if any, ranking junior to the Series A Convertible Preferred Stock as to dividends) with respect to Common Stock or any other shares of the Corporation ranking junior to or on a parity with the Series A Convertible Preferred Stock as to dividends, unless full cumulative dividends on Series A Convertible Preferred Stock payable for all past Dividend Periods have been declared and accrued, paid or set aside.

(d) Subject to Section 8 below, in the event that the Corporation at any time or from time to time will effect a division of the Common Stock into a greater number of shares (by stock split, reclassification or otherwise than by payment of a Dividend in Common Stock or in any right to acquire the Common Stock), or in the event the outstanding Common Stock will be combined or consolidated, by reclassification, reverse stock split or otherwise, into a lesser number of shares of the Common Stock, then the Series A Convertible Preferred Stock will, concurrently with the effectiveness of such event, be proportionately split, reclassified, combined, consolidated, reverse-split or otherwise, as appropriate, such that the number of shares of Common Stock and Series A Convertible Preferred Stock outstanding immediately following such event shall bear the same relationship to each other as did the number of shares of Common Stock and Series A Convertible Preferred Stock outstanding immediately prior to such event.

Section 5. Liquidation.

(a) In the event the Corporation voluntarily or involuntarily liquidates, dissolves or winds up, the Holders at the time shall be entitled to receive liquidating distributions per share of Series A Convertible Preferred Stock in an amount equal to the greater of (i) one-and-one quarter (1.25x) times the Liquidation Preference for such share of Series A Convertible Preferred Stock, or (ii) the amount the Holder of such share of Series A Convertible Preferred Stock would receive in respect of such share if such share had been converted into Common Stock immediately prior to such liquidation, dissolution, or winding up, plus an amount equal to any authorized and declared but unpaid dividends thereon, to and including the date of such liquidation, out of assets legally available for distribution to the Corporation's shareholders.

(a) Upon the dissolution, liquidation or winding up of the affairs of the Corporation, whether voluntary or involuntary, until payment in full is made to the Holders of Series A Convertible Preferred Stock on the liquidation distribution to which they are entitled, (i) no dividend or other distribution shall be made to the holders of Common Stock or any other class of shares of capital stock of the Corporation ranking junior to the Preferred Stock upon dissolution, liquidation or winding up and (ii) no purchase, redemption or other acquisition for any consideration by the Corporation shall be made in respect of the Common Stock or any other class of shares of capital stock of the Corporation ranking junior to the Preferred Stock upon dissolution, liquidation or winding up.

(b) After payment to the Holders of Series A Convertible Preferred Stock of the full preferential amounts provided for in this Section 5, the Holders of Series A Convertible Preferred Stock as such shall have no right or claim to any of the remaining assets of the Corporation.

(c) The Corporation's consolidation or merger with or into any other Person, the consolidation or merger of any other Person with or into the Corporation, or the sale of all or substantially all of the Corporation's property or business will not constitute its liquidation, dissolution or winding up.

Section 6. Conversion.

(a) A Holder shall be permitted to convert upon written request to the Corporation, shares of Series A Convertible Preferred Stock into shares of Common Stock. Each share of Series A Convertible Preferred Stock initially shall be convertible into 47.54053782 shares of Common Stock.

(b) To effect any permitted conversion under Section 6(a), the Holder shall surrender the certificate or certificates evidencing such shares of Series A Convertible Preferred Stock, if any, duly endorsed, to the Corporation in accordance with Section 13(a) and provide written instructions to the Corporation as to the number of whole shares for which such conversion shall be effected, together with any appropriate documentation that may be reasonably required by the Corporation. Promptly following the surrender of such certificate(s) or written instruction with respect to book-entry shares, the Corporation shall cause the shares of Common Stock to be issued in book entry form, or, upon written notice from the Holder, cause to be delivered to the Holder a certificate representing such shares, in the name of the Holder or in such other name or names as the Holder may designate, in the event that such conversion is with respect to some, but not all, of the Holder's shares of Series A Convertible Preferred Stock, the Corporation shall cause the number of shares of Series A Convertible Preferred Stock held in book entry form to be adjusted to the number of shares of Series A Convertible Preferred Stock that were not converted to Common Stock.

(c) Shares of Series A Convertible Preferred Stock converted in accordance with this Section 6 will resume the status of authorized and unissued stock, undesignated as to series and available for future issuance.

(d) All shares of Common Stock delivered upon conversion of the Series A Convertible Preferred Stock shall be duly authorized, validly issued, fully paid and non-assessable, free and clear of all liens, claims, security interests, charges and other encumbrances other than those established by the Holder thereto.

Section 7. Voting Rights.

(a) Holders of Series A Preferred Stock shall be entitled to vote on an as-converted basis, together with the holders of all outstanding shares of Common Stock, voting together as a single class, on each matter on which the holders of Common Stock are entitled to vote as set forth herein or as required by applicable law.

(b) So long as any shares of Series A Convertible Preferred Stock are outstanding, and subject to Section 8 herein, the vote or consent of the Holders of a majority of the shares of Series A Convertible Preferred Stock at the time outstanding, voting as a single class, given in person or by proxy, either in writing without a meeting or by vote at any meeting called for the purpose, will be necessary for effecting or validating:

(i) Any amendment, alteration or repeal of any provision of these Articles Supplementary or the Charter that would adversely affect the rights, preferences, privileges or voting powers of the Series A Convertible Preferred Stock (and for the avoidance of doubt, Section 7(b)(ii) shall apply in the case of any Reorganization Event); or

(ii) The consummation of any Reorganization Event that would adversely affect the rights, preferences, privileges or voting powers of the Series A Convertible Preferred Stock; provided that in no case shall such vote or consent be required so long as the Holders of the Series A Preferred Stock shall be entitled to consideration in the applicable Reorganization Event in a manner consistent with Section 8.

(c) Holders of shares of Series A Convertible Preferred Stock will be entitled to one vote for each such share on any matter on which Holders of shares of Series A Convertible Preferred Stock are entitled to vote as a single class pursuant to Section 7(b), including any action by written consent.

Section 8. Reorganization Events.

(a) So long as any shares of Series A Convertible Preferred Stock are outstanding, if there occurs a Reorganization Event, then a Holder shall, effective as of the consummation of such Reorganization Event, automatically receive for such Series A Convertible Preferred Stock the type and amount of securities, cash and other property receivable in such Reorganization Event by a Holder of the number of shares of Common Stock into which the number of shares of Series A Convertible Preferred Stock held by such Holder would then be convertible.

(b) In the event that holders of shares of Common Stock have the opportunity to elect the form of consideration to be received in such transaction, the Holders of Series A Convertible Preferred Stock shall be entitled to participate in such elections as if they had converted all of their Series A Convertible Preferred Stock into Common Stock immediately prior to the election deadline.

Section 9. Reservation of Shares Issuable upon Conversion. The Corporation will at all times reserve and keep available out of its authorized but unissued Common Stock solely for the purpose of effecting the conversion of the Series A Convertible Preferred Stock such number of shares of Common

Stock as will from time to time be sufficient to effect the conversion of all outstanding Series A Convertible Preferred Stock.

Section 10. Redemption.

(a) At any time following the five year anniversary of the Date of Original Issue, upon approval by the Board of Directors of the Corporation, the Corporation may, in its sole discretion, redeem all or any part of the then outstanding shares of Series A Convertible Preferred Stock at a price equal to its Liquidation Preference, plus an amount equal to all accumulated but unpaid dividends, if any, accumulated to (but excluding) the date fixed for redemption, whether or not earned or declared by the Corporation, but excluding interest on any such distribution or payment. Under such circumstances, the Corporation shall provide no less than thirty (30) days nor more than ninety (90) days' notice to the Holders of Series A Convertible Preferred Stock that, unless such shares have been converted in accordance with Section 6 by a certain date, the shares will be redeemed. For the avoidance of doubt, upon receiving such notice, the Holders of Series A Convertible Preferred Stock shall have the option to convert all of such Holders' then outstanding shares of Series A Convertible Preferred Stock into shares of Common Stock in accordance with Section 6 hereof at any time prior to such redemption. In connection with such redemption, Holders would receive payment for all declared and unpaid dividends on the shares of Series A Convertible Preferred Stock as of the date of redemption, but after the redemption, Holders shall no longer be entitled to the dividends, liquidation preference or other rights attributable to Holders of the Series A Convertible Preferred Stock.

(b) Notice of any redemption pursuant to Section 10(a) shall be sent by or on behalf of the Corporation, at least thirty (30) days and not more than ninety (90) days before the date fixed for redemption, by first class mail, postage prepaid, to all Holders of record of Series A Convertible Preferred Stock at their last addresses as they shall appear on the books of the Corporation; provided, however, that no failure to give such notice or any defect therein or in the mailing thereof shall affect the validity of the proceedings for the redemption of any shares of Series A Convertible Preferred Stock except as to the Holder to whom the Corporation has failed to give notice or except as to the holder to whom notice was defective. In addition to any information required by law, such notice shall state: (i) the redemption date, (ii) the redemption price, (iii) the procedures that the holders must follow to redeem such shares, and (iv) that dividends on the shares to be redeemed will cease to accumulate on the redemption date.

(c) In case of any redemption of only part of the shares of Series A Convertible Preferred Stock at the time outstanding, the shares to be redeemed shall be selected either pro rata or by lot. Subject to the provisions hereof, the Corporation shall have full power and authority to prescribe the terms and conditions upon which shares of Series A Convertible Preferred Stock shall be redeemed from time to time. If fewer than all the shares represented by any certificate are redeemed, a new certificate shall be issued representing the unredeemed shares without charge to the Holder thereof.

(d) If notice of redemption has been duly given and if on or before the redemption date specified in the notice all funds or other consideration necessary for the redemption have been set aside by the Corporation, separate and apart from its other assets, for the pro rata benefit of the Holders of the shares called for redemption, so as to be and continue to be available therefor, then, notwithstanding that any certificate for any share so called for redemption has not been surrendered for cancellation, on and after the redemption date, dividends shall cease to accrue on all shares so called for redemption, all shares so called for redemption shall no longer be deemed outstanding and all rights with respect to such shares shall forthwith on such redemption date cease and terminate, except only the right of the holders thereof to receive the consideration payable on such redemption, without interest. Any funds unclaimed at the end of twelve (12) months from the redemption date shall, to the extent permitted by law, be released to the

Corporation, after which time the holders of the shares so called for redemption shall look only to the Corporation for payment of the redemption price of such shares.

(e) After receiving approving a redemption pursuant to Section 10(a), the Corporation shall set aside sufficient funds to redeem all the shares of the Series A Convertible Preferred Stock in accordance with this Section 10 in order to terminate the rights of the Holders of the Series A Convertible Preferred Stock in advance of the redemption date.

Section 11. Maturity. The Series A Convertible Preferred Stock shall be perpetual, unless converted or redeemed in accordance with these Articles Supplementary. Notwithstanding anything to the contrary in these Articles Supplementary, nothing contained herein shall prohibit the Corporation from repurchasing or otherwise acquiring shares of Series A Convertible Preferred Stock in voluntary transactions with the Holders. Any shares of Series A Convertible Preferred Stock repurchased or otherwise acquired may be cancelled by the Corporation and thereafter be reissued as shares of any series of stock of the Corporation.

Section 12. Replacement Certificates.

(a) The Corporation shall replace any mutilated certificate at the Holder's expense upon surrender of that certificate to the Corporation. The Corporation shall replace certificates that become destroyed, stolen or lost at the Holder's expense upon delivery to the Corporation of satisfactory evidence that the certificate has been destroyed, stolen or lost, together with any indemnity that may be required by the Corporation.

(b) The Corporation shall not be required to issue any certificates representing the Series A Convertible Preferred Stock on or after a conversion pursuant to Section 6. In place of the delivery of a replacement certificate following such a conversion, the Corporation, upon delivery of the evidence and indemnity described in Section 12(a), shall deliver the shares of Common Stock pursuant to the terms of the Series A Convertible Preferred Stock formerly evidenced by the certificate.

Section 13. Miscellaneous.

(a) All notices referred to herein shall be in writing, and, unless otherwise specified herein, all notices hereunder shall be deemed to have been given upon the earlier of receipt thereof or five (5) Business Days after the mailing thereof if sent by registered or certified mail (unless first-class mail shall be specifically permitted for such notice under the terms of these Articles Supplementary) with postage prepaid, addressed: (i) if to the Corporation, to its office at 4800 T Rex Avenue, Suite 120, Boca Raton, Florida 33431, Attention: Chief Executive Officer, (ii) if to any Holder, to such Holder at the address of such Holder as listed in the stock record books of the Corporation or (iii) to such other address as the Corporation or any such Holder, as the case may be, shall have designated by notice similarly given.

(b) The Corporation shall pay any and all stock transfer and documentary stamp taxes that may be payable in respect of any issuance or delivery of shares of Series A Convertible Preferred Stock or shares of Common Stock or other securities issued on account of Series A Convertible Preferred Stock pursuant hereto or certificates representing such shares or securities. The Corporation shall not, however, be required to pay any such tax that may be payable in respect of any transfer involved in the issuance or delivery of shares of Series A Convertible Preferred Stock or Common Stock or other securities in a name other than that in which the shares of Series A Convertible Preferred Stock with respect to which such shares or other securities are issued of delivered were registered, or in respect of any payment to any Person other than a payment to the registered holder thereof, and shall not be required to make any such issuance, delivery or payment unless and until the Person otherwise entitled to such issuance, delivery or payment

has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid or is not payable.

(c) All payments on the shares of Series A Convertible Preferred Stock shall be subject to withholding and backup withholding of tax to the extent required by applicable law, subject to applicable exemptions, and amounts withheld, if any, shall be treated as received by the holders thereof.

(d) No share of Series A Convertible Preferred Stock shall have any rights of preemption whatsoever under these Articles Supplementary as to any securities of the Corporation, or any warrants, rights or options issued or granted with respect thereto, regardless of how such securities, or such warrants, rights or options, may be designated issued or granted.

(e) The shares of Series A Convertible Preferred Stock shall not have any voting powers, preferences or relative, participating, optional or other special rights, or qualifications, limitations or restrictions thereof, other than as set forth herein or in the Articles of Incorporation or as provided by applicable law.

FOURTH: These Articles Supplementary have been approved by the Board of Directors in the manner and by the vote required by law.

FIFTH: The undersigned officer acknowledges the foregoing Articles Supplementary to be the corporate act of the Corporation and, as to all matters and facts required to be verified under oath, the undersigned officer acknowledges that to the best of his knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties for perjury.

SIXTH: These Articles Supplementary shall be effective on the date of acceptance for record by the Department.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the Corporation has caused these Articles Supplementary to be executed in its name and on its behalf by its Chief Executive Officer, and attested to by its Secretary as of this 3rd day of February, 2023.

ATTEST:	**NEWTEKONE, INC.**
By: /s/ Michael A. Schwartz	By: /s/ Barry Sloane
Name: Michael A. Schwartz	Name: Barry Sloane
Title: Chief Legal Officer and Corporate Secretary	Title: Chairman, President and Chief Executive Officer

WARRANT

BOTH THESE SECURITIES AND THE SHARES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") NOR ANY APPLICABLE STATE SECURITIES LAW (THE "STATE ACTS"), AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED OR OTHERWISE DISPOSED OF UNLESS AND UNTIL REGISTERED UNDER THE SECURITIES ACT, THE STATE ACTS AND ANY OTHER APPLICABLE SECURITIES LAWS UNLESS, IN THE OPINION OF COUNSEL SATISFACTORY TO THE COMPANY, IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY, SUCH OFFER, SALE, TRANSFER, PLEDGE OR HYPOTHECATION IS EXEMPT FROM REGISTRATION OR IS OTHERWISE IN COMPLIANCE WITH THE SECURITIES ACT, THE STATE ACTS AND ANY OTHER APPLICABLE SECURITIES LAWS.

NEWTEKONE, INC.

WARRANT

Warrant No. [•] Issuance Date: February 3, 2023

NewtekOne, Inc., a Maryland corporation (the "Company"), hereby certifies that, for value received, [•] (the "Original Holder," and together with any assignee of this Warrant permitted in accordance with Section 10 below, the "Holder"), is entitled to purchase from the Company, at the price of $21.03468 per Share, subject to adjustment as contained herein, all or any part of [•] ([•]) fully paid and non-assessable shares ("Shares") of voting common stock, par value $0.02 per share, of the Company ("Common Stock"), upon and subject to the following terms and conditions:

1. *Definitions*. As used in this Warrant, the following terms shall have the respective definitions set forth in this Section 1.

"**Affiliate**" means, with respect to any Person, any Person directly or indirectly controlling, controlled by or under common control with, such other Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with") when used with respect to any Person, means the possession, directly or indirectly, of the power to cause the direction of management or policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"**Appraisal Procedure**" means a procedure whereby two independent appraisers, one chosen by the Company and one by the Holder (or if there is more than one Holder, a majority in interest of Holders), shall mutually agree upon the determinations then the subject of appraisal. Each party shall deliver a notice to the other appointing its appraiser within fifteen (15) days after the Appraisal Procedure is invoked. If within thirty (30) days after appointment of the two appraisers they are unable to agree upon the amount in question, a third independent appraiser shall be chosen within ten (10) days thereafter by the mutual consent of such first two appraisers or, if such first two appraisers fail to agree upon the appointment of a third appraiser, such appointment shall be made by the American Arbitration Association, or any organization successor thereto, from a panel of arbitrators having experience in the appraisal of the subject matter to be appraised. The decision of the third appraiser so appointed and chosen shall be given within thirty (30) days after the selection of such third appraiser. If three appraisers shall be appointed and the determination of one appraiser is disparate from the middle determination by more than twice the amount by which the other determination is disparate from the middle determination,

then the determination of such appraiser shall be excluded, the remaining two determinations shall be averaged and such average shall be binding and conclusive on the Company and the Holder; otherwise, the average of all three determinations shall be binding and conclusive on the Company and the Holder. The costs of conducting any Appraisal Procedure shall be shared equally by the Holder and the Company; provided that (i) if such Appraisal Procedure shall result in a determination that is 5% or more greater than the Company's initial determination, all costs of conducting such Appraisal Procedure shall be borne by the Company, (ii) if such Appraisal Procedure shall result in a determination that is 5% or more less than the Holder's initial determination, all costs of conducting such Appraisal Procedure shall be borne by the Holder and (iii) if both (i) and (ii) apply this proviso shall be disregarded.

"**Board**" means the Board of Directors of the Company.

"**business day**" means any day except Saturday, Sunday and any day which shall be a legal holiday or a day on which banking institutions in the State of Maryland generally are authorized or required by law or other governmental actions to close.

"**Company Securities**" means (i) the Common Stock and the Warrant, and (ii) securities convertible into or exercisable or exchangeable for Common Stock and/or the Warrant.

"**Competitor**" means those persons specified by the Company in writing to the Original Holder on or prior to the Issuance Date (which shall be amended, modified or supplemented from time to time by the Company by written notice to the Holder, subject in all cases to the reasonable good faith discretion of the Board).

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, or any successor statute, and the rules and regulations promulgated thereunder.

"**Fundamental Transaction**" means any of the following: (i) the Company effects any merger or consolidation of the Company with or into another Person (in which the Company is not the surviving entity); (ii) the Company effects any sale of all or substantially all of its assets in one or a series of related transactions; (iii) any tender offer or exchange offer with respect to at least a majority of the outstanding Common Stock (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to tender or exchange their shares for other securities, cash or property; or (iv) the Company effects any reclassification of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property.

"**Market Price**" means, with respect to a particular security, on any given day, the last reported sale price regular way or, in case no such reported sale takes place on such day, the average of the last closing bid and ask prices regular way, in either case on the principal national securities exchange on which the applicable securities are listed or admitted to trading, or if not listed or admitted to trading on the New York Stock Exchange, the OTC Markets Group Inc or any national securities exchange, (A) the closing sale price for such day reported by The OTC Markets Group Inc or any comparable system if such security is traded over-the-counter and quoted in The OTC Markets Group Inc or any comparable system, or (B) if such security is so traded, but not so quoted, the average of the closing reported bid and ask prices of such security as reported by The OTC Markets Group Inc or any comparable system. If such security is not listed and traded in a manner that (i) the quotations referred to above are available for the period required hereunder, the Market Price of such security shall be deemed to be the fair value per share of such security as determined in good faith by the Board, assuming a willing buyer and a willing seller, provided that no minority or illiquidity discount or control premium shall be taken into account and no consideration shall be given to any restrictions on transfer or marketability or the existence or absence of, or any limitations on voting rights and (ii) references herein to "trading day" shall be deemed to refer to

"day." If the Holder does not accept the Board's calculation of fair value per share and the Holder and the Company are unable to agree on fair value per share within fifteen (15) days following written notice to the Holder thereof (or such other time period as may be necessary in connection with a Fundamental Transaction or other transaction), the Appraisal Procedure shall be used to determine the fair value per share.

"**Person**" means any individual, firm, corporation, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, limited liability company, governmental entity or other entity of any kind, and shall include any successor (by merger or otherwise) of such entity.

2. *Expiration Date*. This Warrant shall expire and shall no longer be exercisable upon the date that is the tenth (10th) anniversary of the Issuance Date (the "Expiration Date").

3. *Exercise Price*. The initial exercise price of this Warrant shall be $21.03468 per share (the "Initial Exercise Price", and as it may be adjusted as set forth in Section 6 below, the "Exercise Price")).

4. *Exercise*. Subject to the Exercise Limitations, the Holder is entitled to exercise this Warrant in whole or in part at any time or from time to time; provided that the Holder may not exercise this Warrant (or any portion of this Warrant) following the Expiration Date. This Warrant may be exercised by the Holder by the delivery of written notice of exercise to the Company in accordance with Section 13 below. Such notice of exercise shall state the number of Shares for which the Holder desires to exercise this Warrant (the "Exercised Share Number") and shall be in the form of Annex A hereto or such other form as the Company may from time to time prescribe by notice to the Holder. Payment for Shares acquired upon the exercise of this Warrant (or any portion of this Warrant) shall be made at the time of exercise and shall be made in one of the following manners:

(a) by payment to the Company in cash or by certified check or bank check or by wire transfer of immediately available funds the amount obtained by multiplying the Exercised Share Number by the Exercise Price (the "Aggregate Exercise Price"), or

(b) by having the Company withhold Shares issuable upon exercise of this Warrant equal in value to the Aggregate Exercise Price based on the Market Price of the Common Stock on the trading day immediately prior to the date on which this Warrant and the notice of exercise is delivered to the Company.

provided, however, this Warrant shall not be exercised if such exercise would (i) cause or would reasonably be expected to cause the "voting percentage" (as that concept is calculated and interpreted pursuant to 12 C.F.R. 225.2(u) or in any successor regulation or published interpretation of the Federal Reserve then in effect for purposes of the Bank Holding Company Act of 1956, as amended (the "BHC Act")) of the Holder (together with its Affiliates) to exceed 9.9% of the Company or (ii) pose substantial risk that the Holder or any of its Affiliates would be required to become a "bank holding company" under the BHC Act (the "Exercise Limitations"). For purposes of this Section 4, the term "Affiliate" shall have the meaning under the BHC Act and the Federal Reserve's Regulation Y.

5. *Delivery of Shares and Certificates*. Within a reasonable time after the exercise of this Warrant and the issuance of Shares in connection therewith, the Company shall cause the Shares to be issued in book entry form, or, upon written notice from the Holder, cause to be delivered to the Holder a certificate representing such Shares, in the name of the Holder or in such other name or names as the Holder may designate. The Company agrees that the Shares so issued will be deemed to have been issued to the Holder as of the close of business on the date on which this Warrant and payment of the Exercise

Price are delivered to the Company, notwithstanding that the stock transfer books of the Company may then be closed or certificates representing the Shares may not be actually delivered on such date. If this Warrant shall be exercised with respect to the purchase of less than all of the Shares subject to this Warrant, the Company shall cause to be delivered to the Holder, together with the issuance of Shares, a new warrant in substantially identical form reflecting the Shares that remain subject to exercise by the Holder. The Company will use all commercially reasonable efforts (which shall include the payment of customary listing fees and expenses) to (i) procure, at its sole expense, the listing of the Shares upon exercise of this Warrant, subject to issuance or notice of issuance, on all stock exchanges on which the Common Stock is then listed or traded and (ii) maintain the listing of such Shares after issuance. The Company will ensure that the Shares may be issued without violation of any applicable law or regulation or of any requirement of any securities exchange on which the Shares are listed or traded. Before taking any action which would cause an adjustment pursuant to Section 6 to reduce the Exercise Price below the then par value (if any) of the Common Stock, the Company shall take any and all corporate action which may be necessary in order that the Company may validly and legally issue fully paid and non-assessable shares of Common Stock at the Exercise Price as so adjusted.

6. *Certain Adjustments*. The Exercise Price and number of Shares issuable upon exercise of this Warrant are subject to adjustment from time to time as set forth in this Section 6.

(a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding, (i) pays a stock dividend on its Common Stock or otherwise makes a distribution on any class of capital stock that is payable in shares of Common Stock; (ii) subdivides outstanding shares of Common Stock into a larger number of shares; or (iii) combines outstanding shares of Common Stock into a smaller number of shares, then in each such case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to clause (i) of this Section 6(a) shall become effective immediately after the record date for the determination of shareholders entitled to receive such dividend or distribution (if such dividend or distribution is actually made), and any adjustment pursuant to clause (ii) or (iii) of this Section 6(a) shall become effective immediately after the effective date of such subdivision or combination.

(b) Fundamental Transactions. If, at any time while this Warrant is outstanding a Fundamental Transaction is consummated, then this Warrant shall be deemed to be exercised and the Holder shall receive the same amount and kind of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if the Holder had been, immediately prior to such Fundamental Transaction, the holder of the number of Shares then issuable upon exercise in full of this Warrant.

(c) Number of Warrant Shares. Simultaneously with any adjustment to the Exercise Price pursuant to this Section 6, the number of Shares that may be purchased upon exercise of this Warrant shall be increased or decreased proportionately, so that after such adjustment the aggregate Exercise Price payable hereunder for the adjusted number of Shares shall be the same as the aggregate Exercise Price in effect immediately prior to such adjustment.

(d) Calculations. No adjustment in the Exercise Price shall be required unless such adjustment would require an increase or decrease of at least one percent (1%) in such price; provided that any adjustments that by reason of this sentence are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations under this Section 6 shall be made to the nearest cent or the nearest $1/100^{th}$ of a share, as applicable. The

number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Company, and the disposition of any such shares shall be considered an issue or sale of Common Stock.

(e) Notice of Adjustments. Upon the occurrence of each adjustment pursuant to this Section 6, the Company, at its expense, will promptly compute such adjustment in accordance with the terms of this Warrant and prepare a certificate setting forth such adjustment, including a statement of the adjusted Exercise Price and adjusted number or type of Shares or other securities issuable upon exercise of this Warrant (as applicable), describing the transactions giving rise to such adjustments and showing in detail the facts upon which such adjustment is based. Upon written request, the Company will promptly deliver a copy of each such certificate to the Holder and to the Company's transfer agent.

(f) Notice of Corporate Events. If (i) the Company enters into any agreement contemplating or soliciting shareholder approval for any Fundamental Transaction or (ii) the Board authorizes the voluntary dissolution, liquidation or winding up of the affairs of the Company, then the Company shall deliver to the Holder a notice describing the material terms and conditions of such transaction (but solely to the extent there is any shareholder vote contemplated in connection therewith and only to the extent such disclosure would not result in the dissemination of material, non-public information to the Holder) at least fifteen (15) days prior to the applicable record or effective date on which a Person would need to hold Common Stock in order to participate in or vote with respect to such transaction, and the Company will take all steps reasonably necessary in order to insure that the Holder is given the practical opportunity to exercise this Warrant prior to such time so as to participate in or vote with respect to such transaction; provided, however, that the failure to deliver such notice or any defect therein shall not affect the validity of the corporate action required to be described in such notice.

(g) Adjustment Rules. Any adjustments pursuant to this Section 6 shall be made successively whenever an event referred to herein shall occur. If an adjustment in Exercise Price made hereunder would reduce the Exercise Price to an amount below par value of the Common Stock, then such adjustment in Exercise Price made hereunder shall reduce the Exercise Price to the par value of the Common Stock. If more than one subsection of this Section 6 is applicable to a single event, the subsection shall be applied that produces the largest adjustment and no single event shall cause an adjustment under more than one subsection of this Section 6 so as to result in duplication. Further, any adjustment shall be made to the extent (and only to the extent) that such adjustment would not cause or result in the Holder or any of its Affiliates being in violation of any applicable law, regulation or rule of any governmental authority or self-regulatory organization. Any adjustment (or portion thereof) prohibited pursuant to the preceding sentence shall be postponed and implemented on the first date on which such implementation would not result in the condition described in the preceding sentence.

7. *Reservation of Shares*. The Company hereby agrees that at all times there shall be reserved for issuance and/or delivery such number of Shares (taking into account the adjustments and restrictions of Section 6) as shall be required for issuance or delivery to the Holder following the exercise hereof. The Company covenants that all Shares so issuable and deliverable shall, upon issuance and the payment of the applicable Exercise Price in accordance with the terms hereof, be duly and validly authorized, issued and fully paid and nonassessable and free from all taxes, liens and charges (other than liens or charges created by the Holder or taxes in respect of any transfer occurring contemporaneously therewith).

8. *Rights of Holder*. The Holder shall not, by virtue hereof, be entitled to any rights of a shareholder in the Company, either at law or in equity, until the Holder shall have exercised this Warrant (or any portion of this Warrant) and such Shares shall have been issued by the Company and noted in the stock transfer books and records of the Company. The Company will at no time close its transfer books against transfer of this Warrant in any manner which interferes with the timely exercise of this Warrant. The rights of the Holder are limited to those expressed herein and are not enforceable against the Company except to the extent set forth herein. Nothing contained in this Warrant shall give rise to any liability of the Holder, whether such liability is asserted by the Company or its creditors.

9. *Charges, Taxes and Expenses*. Issuance of certificates for Shares to the Holder upon the exercise of this Warrant shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such certificates, all of which taxes and expenses shall be paid by the Company.

10. *Assignment*.

(a) Subject to compliance with applicable law, without obtaining the consent of the Company to transfer or assign this Warrant, this Warrant and all rights hereunder are transferrable and assignable upon the books of the Company by the Holder hereof in person or by duly authorized attorney, and a new warrant shall be made and delivered by the Company, as promptly as reasonably practicable, of the same tenor and date as this Warrant but registered in the name of the transferee or assignee; *provided* the prior written consent of the Company shall be required in connection with a transfer or assignment of this Warrant that is not effected pursuant to an effective registration statement if, and only if, such transfer or assignment is to a Competitor or a prospective transferee that would result in adverse legal or regulatory consequences for the Company or any of its Subsidiaries; provided the Company shall be required to promptly respond to any request for consent of such proposed transfer and shall provide the Holder with sufficient detail and any other information reasonably requested by the Holder in the event the Company does not approve any such transfer or assignment. All expenses (other than stock transfer taxes) and other charges payable in connection with the preparation, execution and delivery of any new warrants shall be paid by the Company.

(b) An assignment of the Warrant shall be in writing in a form acceptable to the Board, shall be signed by or on behalf of the assignor and shall be accompanied by satisfactory evidence of the authority of any person signing on behalf of the assignor.

(c) The provisions of this Warrant shall be binding upon and inure to the benefit of the Company and its successors and permitted assigns. The Company may not assign any of its rights, or delegate any of its obligations, under this Warrant without the prior written consent of the Holder. In the event of assignment of this Warrant by the Company, references herein to "the Company" shall mean such assignee of the Company.

11. *Saturdays, Sundays, Holidays, etc*. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a business day, then such action may be taken or such right may be exercised on the next succeeding day that is a business day.

12. *Amendments; Counterparts; Waivers*. This Warrant may be amended only in writing signed by the Company and the Holder. This Warrant may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Failure of any party to exercise any right or remedy under this Warrant, or delay by a party in exercising such right to

remedy, shall not operate as a waiver thereof. The observance of any term of this Warrant may be waived only in a writing signed by the party against whom the waiver is to be effective.

13. *Notices*. Any notice which the Company or the Holder may be required or permitted to give to the other shall be in writing, and may be delivered personally or by mail, postage prepaid, or overnight courier, addressed as follows: if to the Company, to NewtekOne, Inc., 4800 T Rex Avenue, Suite 120, Boca Raton, Florida 33431, Attn.: Chief Executive Officer, or to such other office or person as the Company may from time to time direct; and if to the Holder, at Radnor Corporate Center, Building Four, Suite 210, 100 Matsonford Road, Radnor, PA 19087, Attn: Thomas Cestare, or to such other address as the Holder may designate in writing from time to time by notice to the Company in accordance with the provisions of this Section 13. Notices shall be effective (a) upon receipt if sent by mail or delivered personally and (b) the trading day following the date of mailing, if sent by overnight courier with next day delivery specified.

14. *Governing Law/Proceedings*. The construction, validity, interpretation, performance and enforcement of this Warrant shall be governed by and construed and enforced in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such State. Each of the Company and the Holder agrees that all legal proceedings concerning the interpretations, enforcement and defense of this Warrant and the transactions herein contemplated ("Proceedings") (whether brought against the Company or the Holder or any of their respective Affiliates, employees or agents) shall be commenced exclusively in the state or federal courts located in the borough of Manhattan, New York. Each of the Company and the Holder hereby irrevocably submits to the exclusive jurisdiction of the state or federal courts located in the borough of Manhattan, New York for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any Proceeding, any claim that it is not personally subject to the jurisdiction of any state or federal courts located in the borough of Manhattan, New York, or that such Proceeding has been commenced in an improper or inconvenient forum. Each of the Company and the Holder hereby irrevocably waives personal service of process and consents to process being served in any such Proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such Person at the address in effect for notices to it under this Warrant and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Each of the Company and the Holder hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Warrant or the transactions contemplated hereby. In any litigation, arbitration or court proceeding between the Company and the Holder as the holder of this Warrant relating hereto, the prevailing party shall be entitled to reasonable attorneys' fees and expenses incurred in enforcing this Warrant. If the Company fails to perform, comply with or observe any covenant or agreement to be performed, complied with or observed by it under this Warrant, the Holder may proceed to protect and enforce its rights by suit in equity or action at law, whether for specific performance of any term contained in this Warrant or for an injunction against the breach of any such term or in aid of the exercise of any power granted in this Warrant or to enforce any other legal or equitable right, or to take any one or more of such actions. The Company hereby agrees that the Holder shall not be required or otherwise obligated to, and hereby waives any right to demand that the Holder, post any performance or other bond in connection with the enforcement of its rights and remedies hereunder. None of the rights, powers or remedies conferred under this Warrant shall be mutually exclusive, and each right, power or remedy shall be cumulative and in addition to any other right, power or remedy whether conferred by this Warrant or now or hereafter available at law, in equity, by statute or otherwise.

15. *Replacement of Warrant*. If this Warrant is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation hereof, or in lieu of and substitution for this Warrant, a new Warrant to purchase Shares, in substantially the form of this Warrant (a "New Warrant"), but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction and customary and reasonable indemnity (which shall not include a surety bond), if requested. Applicants for a New Warrant under such circumstances shall also comply with such other reasonable regulations and procedures. If a New Warrant is requested as a result of a mutilation of this Warrant, then the Holder shall deliver such mutilated Warrant to the Company as a condition precedent to the Company's obligation to issue the New Warrant.

16. *Fractional Shares*. No fractional shares shall be issued upon exercise of this Warrant. The Company shall, in lieu of issuing any fractional share, pay the holder entitled to such fraction a sum in cash equal to such fraction multiplied by the Market Price of the Shares on the date of exercise.

17. *Registration of Warrant*. The Company shall register this Warrant upon records to be maintained by the Company for that purpose, in the name of the Holder hereof. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof and for all other purposes, absent actual notice to the contrary.

18. *Prohibited Actions*. The Company agrees that it will not take any action which would entitle the Holder to an adjustment of the Exercise Price if the total number of shares of Common Stock issuable after such action upon exercise of this Warrant, together with all shares of Common Stock then outstanding and all shares of Common Stock then issuable upon the exercise of all outstanding options, warrants, conversion and other rights, would exceed the total number of shares of Common Stock then authorized by its certificate of incorporation.

19. *Representations and Warranties of the Company*. The Company hereby represents and warrants to the Holder that (a) it has the corporate power and authority to execute this Warrant and consummate the transactions contemplated by this Warrant, (b) there are no statutory or contractual shareholder preemptive rights or rights of refusal with respect to the issuance of this Warrant and (c) the execution and delivery by the Company of this Warrant and the issuance of Common Stock upon exercise of this Warrant do not and shall not (i) conflict with or result in a breach of the terms, conditions or provisions of, (ii) constitute a default under, (iii) result in the creation of any lien, security interest, charge or encumbrance upon the Company Securities or assets pursuant to, (iv) result in a violation of or (v) require any authorization, consent, approval, exemption or other action by or notice or declaration to, or filing with, any court or administrative or governmental body or agency pursuant to the Company's articles of incorporation or bylaws or any law in effect as of the date hereof to which the Company is subject, or any agreement, instrument, order, judgment or decree to which the Company is subject as of the date hereof, except for any such authorization, consent, approval or exemption that has been obtained.

20. *Rule 144 Information.* For so long as the Company is subject to the reporting obligations of the Securities Act and the Exchange Act, the Company covenants that it will use its reasonable best efforts to timely file all reports and other documents required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations promulgated by the U.S. Securities and Exchange Commission (the "SEC") thereunder, and it will use reasonable best efforts to take such further action as the Holder may reasonably request, all to the extent required from time to time to enable the Holder to sell this Warrant without registration under the Securities Act within the limitation of the exemptions provided by (i) Rule 144 or Regulation S under the Securities Act, as such rules may be amended from time to time, or (ii) any successor rule or regulation hereafter adopted by the SEC. Upon the written request of the Holder, the Company will deliver to the Holder a written statement that it has complied with such requirements.

21. *Entire Agreement*. This Warrant and the exhibits and attachments hereto contain the entire agreement between the parties with respect to the subject matter hereof and supersede all prior and contemporaneous arrangements or undertakings with respect thereto.

22. *Miscellaneous*. The headings herein are for convenience only, do not constitute a part of this Warrant and shall not be deemed to limit or affect any of the provisions hereof. In case any one or more of the provisions of this Warrant shall be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Warrant shall not in any way be affected or impaired thereby and the parties will attempt in good faith to agree upon a valid and enforceable provision which shall be a commercially reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Warrant.

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IN WITNESS WHEREOF, the Company has executed this Warrant as of the date first set forth above.

NEWTEKONE, INC.

By: /s/ Barry Sloane
Name: Barry Sloane
Title: Chief Executive Officer and President

ANNEX A

FORM OF
ELECTION TO PURCHASE

To NewtekOne, Inc.

The undersigned is the Holder of Warrant No. _____ (the "Warrant") issued by NewtekOne, Inc., a Maryland corporation (the "Company"). Capitalized terms used herein and not otherwise defined have the respective meanings set forth in the Warrant.

1. The Warrant is currently exercisable to purchase a total of _____ Shares.

2. The Exercised Share Number is equal to _____.

3. The Original Exercise Price is equal to $___.__ per Share.

4. The Exercise Price is equal to $___.__ per Share.

5. ☐ A. The Holder shall pay the sum of $_____.__ to the Company in accordance with Section 4(a)(i) of the Warrant, which amount is equal to the Aggregate Exercise Price (the Exercised Share Number multiplied by the Exercise Price).

   OR (Holder to choose one)

   ☐ B. The Company shall withhold a number of Shares issuable upon exercise of this Warrant in accordance with Section 4(a)(ii) of the Warrant equal in value to the Aggregate Exercise Price (the Exercised Share Number multiplied by the Exercise Price) based on the Market Price of the Common Stock on the trading day immediately prior to the date on which this notice of exercise is delivered to the Company.

The undersigned requests that certificates for the Shares issuable upon this exercise be issued in the name of _____.

Date: _____

Name of Holder: _____

Address of Holder: _____

_____

Social Security or
Tax Identification Number of Holder: _____

SIGNATURE OF HOLDER: _____
Name:
Title:

NEWTEKONE, INC.
INVESTOR RIGHTS AGREEMENT

This Investor Rights Agreement (the "**Agreement**") dated as of February 3, 2023, is by and among NewtekOne, Inc., a Maryland corporation (the "**Company**"), Patriot Financial Partners IV, L.P., a Delaware limited partnership and Patriot Financial Partners Parallel IV, L.P., a Delaware limited partnership (collectively, the "**Investor**"). The Company and the Investor shall sometimes be referred to herein collectively as the "**Parties**," and individually as a "**Party**".

RECITALS

WHEREAS, the Investor has entered into a Securities Purchase Agreement (the "**Securities Purchase Agreement**") with the Company, pursuant to which the Investor will purchase from the Company that certain number of shares of convertible preferred stock, series A, $0.02 par value per share ("**Series A Preferred Stock**"), of the Company (the "**Shares**") set forth on the signature page to the Securities Purchase Agreement;

WHEREAS, to induce the Investor to enter into the Securities Purchase Agreement and consummate the transactions contemplated thereby (the "**Transaction**") the Company has agreed to grant the Investor the rights set forth below; and

Capitalized terms used herein without definition shall have the respective meaning ascribed to them in the Securities Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Board/Observer Rights.

(a) Following the Closing, the Company will promptly cause one representative nominated by the Investor (the "**Bank Board Representative**") and who is reasonably acceptable to the Company to be appointed to the board of directors (the "**Bank Board**") of Newtek Bank, National Association, a national banking association (the "**Bank**"), subject to all legal and regulatory requirements regarding service and election or appointment as a director of the Bank (the "**Qualification Requirements**"), so long as the Investor, together with its Affiliates, beneficially owns in the aggregate at least 50% of the total Shares purchased by the Investor pursuant to the Securities Purchase Agreement (the "Minimum Ownership Interest"). The Investor proposed Bank Board Representative is Thomas Cestare (the "**Initial Representative**"). The Investor hereby represents and warrants that the Initial Representative does not currently serve as a management official of any depositary institution or affiliate thereof (as such terms are defined in 12 CFR 212.2) that would be prohibited by 12 CFR 212.3 upon his appointment as Bank Board Representative. So long as the Investor, together with its Affiliates, satisfies the Minimum Ownership Interest, the Company will elect or appoint the Bank Board Representative to the Bank Board at any special meeting or annual meeting of the Bank's shareholders at which directors are to be elected (unless the Bank Board Representative is not up for reelection at any such meeting), subject to satisfaction of the Qualification Requirements.

(b) Following the Closing, if at any time (i) the Bank is no longer considered "well-capitalized" under the FDIC's regulatory framework for prompt corrective action as reported in the most recent Company Report, (ii) the Bank enters into a public consent order or public memorandum of understanding with any Governmental Authority, or (iii) Barry Sloane is no longer serving as the chief executive officer of either the Company or the Bank (clauses (i)-(iii) each a "**Triggering Event**"), the Company will promptly cause one representative (who may be the same individual serving as Bank Board Representative but need not be) nominated by the Investor and who is reasonably acceptable to the Company (the "**Board Representative**") to be appointed to the board of directors of the Company (the "**Board of Directors**"), subject to the Qualification Requirements, so long as the Investor, together with its Affiliates, satisfies the Minimum Ownership Interest. Following a Triggering Event, so long as the Investor, together with its Affiliates, satisfies the Minimum Ownership Interest, the Company will recommend to its shareholders the election of the Board Representative to the Board of Directors at any special meeting or annual meeting of the Company's shareholders at which directors are to be elected (unless the Board Representative is not up for reelection at any such meeting), subject to satisfaction of the Qualification Requirements.

(c) Following a Triggering Event, the Board Representative shall, subject to the Qualification Requirements, the final sentence of Section 1(b) and satisfaction of the Minimum Ownership Interest, be one of the Company's nominees to serve on the Board of Directors. The Company shall use its commercially reasonable efforts to have the Board Representative elected as a director of the Company by the shareholders of the Company, and the Company shall solicit proxies for the Board Representative to the same extent as it does for any of its other Company nominees to the Board of Directors. The Investor covenants and agrees to hold any Information (as defined below) obtained from its Board Representative and Bank Board Representative in confidence as set forth in Section 7 below. Notwithstanding anything to the contrary contained herein, at all times Investor shall comply in all respects with the Federal Reserve's rule for Control and Divestiture Proceedings as codified in the Federal Reserve's Regulation Y and any other guidance promulgated in connection with the matters addressed therein.

(d) Subject to Section 1(a) and (b), upon the death, resignation, retirement, disqualification, or removal from office as a member of the Board of Directors or the Bank Board of the Board Representative or the Bank Board Representative, respectively, the Investor shall have the right to designate the replacement for the Board Representative or Bank Board Representative, as applicable, which replacement must be reasonably acceptable to the Company and must also satisfy the Qualification Requirements. The Company shall use its commercially reasonable efforts to cause the Board of Directors or the Bank Board, as applicable, to take all action required to fill the vacancy resulting therefrom with such replacement, to have such replacement elected as director of the Company by the shareholders of the Company and to solicit proxies for such person to the same extent as it does for any of its other nominees to the Board of Directors or to have such replacement elected as director of the Bank Board, as the case may be. If the replacement Board Representative or Bank Board Representative is nominated by the Company for election to the Board of Directors or the Bank Board, respectively, but fails to be elected, then as soon as practicable thereafter the Company shall use its commercially reasonable efforts to, subject to applicable law, cause the size of the Board of Directors and the Bank Board, as applicable, to be increased and, following the procedures set forth above in this Section 1, appoint one or more individuals, as applicable, designated in writing by the Investor who are reasonably acceptable to the Company and meets the Qualification Requirements to be the Board Representative and the Bank Board Representative, respectively (such individuals to be different from the individuals who were not elected) to the Board of Directors of the Company and/or the Bank Board (as the case may be).

(e) The Company hereby agrees that, from and after the Closing Date, for so long as the Investor, together with its Affiliates, satisfies the Minimum Ownership Interest, in the event that the Investor does not have a Board Representative serving on the Board of Directors or a Bank Board

Representative serving on the Bank Board, as applicable, or the Board Representative or the Bank Board Representative is not present at any meeting of the Board of Directors or the Bank Board, respectively (including any meetings of committees thereof of which the Board Representative or the Bank Board Representative is permitted to attend), the Company shall invite a person designated by the Investor (the "**Observer**") to attend, in a nonvoting, nonparticipating observer capacity, all meetings of the Board of Directors and the Bank Board (including any meetings of committees thereof which the Board Representative or the Bank Board Representative would have been permitted to attend), as applicable; *provided*, that in the case that an existing Board Representative or Bank Board Representative cannot be present at any meeting of the Board of Directors or the Bank Board, respectively (including any meetings of committees thereof of which the Board Representative or the Bank Board Representative is permitted to attend), the Investor shall notify the Company in writing of such absence in advance of the meeting. The Observer shall not have any right to participate, make motions or vote on any matter presented to the Board of Directors or the Bank Board or any committee thereof. If the Investor does not have a Board Representative or a Bank Board Representative serving on the Board of Directors or Bank Board or if such Board Representative or Bank Board Representative is not present at any meeting of the Board of Directors or Bank Board, as applicable, and the Investor notifies the Company in writing of such absence in advance of the meeting, the Company shall give the Observer written notice of each meeting of the Board of Directors and the Bank Board at the same time and in the same manner as given to the members of the Board of Directors or the Bank Board (as the case may be), shall, subject in all cases to the last clause of this Section 1(e) and Section 2(c), provide the Observer with all written materials and other information given to members of the Board of Directors or the Bank Board (as the case may be) at the same time such materials and information are given to such members, and shall permit the Observer to attend in a nonvoting, nonparticipating observer capacity at all meetings thereof, and in the event the Company proposes to take any action by written consent in lieu of a meeting, the Company shall give written notice thereof to the Observer prior to the effective date of such consent along with the proposed text of such written consents; *provided*, *however*, that the Observer (i) shall enter into a confidentiality agreement in favor of the Company in the form of Exhibit A hereto prior to the Observer being provided the foregoing notices, materials or information relating to, or attending any meeting of, the Board of Directors or the Bank Board or any committee thereof, (ii) shall not be provided any confidential supervisory information without the prior necessary regulatory approval and (iii) may be excluded by the Board of Directors or the Bank Board or any committee thereof from attending any executive session of such body and from participating in any attorney-client privileged discussion of such body.

(f) The Bank Board Representative shall be entitled to annual cash compensation in the minimum amount of one hundred thousand dollars ($100,000.00), which shall be increased, from time to time, to reflect any increases made to the compensation of members of the Bank Board. In addition, the Observer shall be entitled to annual cash compensation in the minimum amount of forty thousand dollars ($40,000.00). Following a Triggering Event, the Board Representative shall be entitled to compensation to the same extent as directors on the Board of Directors are entitled. The Board Representative, if any, and the Bank Board Representative shall each be entitled to indemnification and insurance coverage in connection with his or her role as a director of the Company and the Bank to the same extent as the other directors on the Board of Directors or the Bank Board, as applicable, and shall be entitled to reimbursement for reasonable and documented out-of-pocket expenses incurred in attending meetings of the Board of Directors and the Bank Board, as applicable, and any committee thereof, in accordance with the Company's and the Bank's policies. The Observer shall not be entitled to compensation, reimbursement of expenses or indemnification from the Company or the Bank or insurance coverage from any third parties with respect to such role; *provided*, *however*, that the Observer shall be entitled to reimbursement of reasonable and documented out-of-pocket expenses related to any in-person, telephonic or virtual attendance at any meeting of the Board of Directors or the Bank Board or any committee thereof at which the Board Representative or the Bank Board Representative, as applicable, is not in attendance.

(g) If the Investor no longer satisfies the Minimum Ownership Interest, the Investor will have no further rights under Sections 1(a) through 1(f) and shall cause the Board Representative, as applicable, to resign in writing from the Board of Directors and the Bank Board Representative to resign in writing from the Bank Board, each as promptly as possible thereafter.

(h) The Company acknowledges that the Board Representative and the Bank Board Representative may have certain rights to indemnification, advancement of expenses and/or insurance provided by the Investor and/or its Affiliates (collectively, the "**Investor Indemnitors**"). The Company hereby agrees on behalf of itself and the Bank that with respect to a claim by the Board Representative or the Bank Board Representative for indemnification arising out of his or her service as a director of the Company and/or the Bank, as applicable (i) that the Company and the Bank are the indemnitors of first resort (i.e., the Company and the Bank's obligations to the Board Representative and the Bank Board Representative with respect to indemnification, advancement of expenses and/or insurance (which obligations shall be the same as, but in no event greater than, any such obligations to all other members of the Board of Directors or the Bank Board, as applicable) are primary and any obligation of the Investor Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by such Board Representative and Bank Board Representative are secondary) and (ii) the Investor Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Board Representative or Bank Board Representative against the Company or the Bank, as applicable.

Section 2. Information Rights.

(a) From the date of this Agreement, the Company shall make available to the Investor all materials delivered to the Company's Board of Directors, the Bank Board, and the committees thereof; *provided*, *however*, that the Company shall not be required to deliver such materials to the extent that such delivery would (i) reasonably be expected to constitute a waiver of the attorney-client privilege, (ii) reasonably be expected to result in a breach of any contractual confidentiality obligation of the Company or the Bank or (iii) violate applicable law or regulatory requirements, including disclosure of any confidential supervisory information without the prior necessary regulatory approval. For the avoidance of doubt, the foregoing subclauses (i)-(ii) apply specifically to the Investor and the Observer, rather than the Board Representative, the Bank Board Representative.

(b) The Investor hereby acknowledges that it is aware of the restrictions under the federal securities laws imposed on a person in possession of material nonpublic information concerning an issuer, including with respect to purchasing or selling securities of such issuer and the communication of such information to other persons. The Investor agrees that neither it nor its representatives nor any of their respective Affiliates will use any data or information in contravention of such securities laws or any rules or regulations promulgated thereunder.

(c) The information rights set forth in Section 2(a) shall terminate and be of no further force or effect as of the date that the Investor, together with its Affiliates, no longer satisfies the Minimum Ownership Interest.

Section 3. Regulatory Matters.

(a) The Company will not take any action with respect to the Common Stock or other Equity Interests (including, without limitation, any redemption, repurchase, rescission or recapitalization of Common Stock, or other Equity Interests, in each case where the Investor is not given the right to participate in such redemption, repurchase, rescission or recapitalization to the extent of such Investor's pro rata proportion) that would reasonably be expected to (a) pose a substantial risk that the Investor or any of

its Affiliates would become a "bank holding company" under the Bank Holding Company Act of 1956, as amended (the "**BHC Act**"), and the rules and regulations promulgated thereunder or (b) cause the "voting percentage" (as that concept is calculated and interpreted pursuant to 12 C.F.R. 225.2(u) or in any successor regulation or published interpretation of the Federal Reserve then in effect for purposes of the BHC Act) of the Investor (together with its Affiliates) to exceed 9.9% of the Company, *provided*, *however*, that the Company shall not be deemed to have violated this Section 3 if it has given the Investor the opportunity to participate in such redemption, recapitalization or repurchase to the extent of the Investor's pro-rata proportion and the Investor fails to so participate. For purposes of this Section 3, the term "Affiliate" shall have the meaning under the BHC Act and the Federal Reserve's Regulation Y. In the event the Company breaches its obligations under this Section 3(a) or believes that it is reasonably likely to breach such an obligation, it shall promptly notify the Investor hereto and shall cooperate in good faith with the Investor to modify ownership or, to the extent commercially reasonable, make other arrangements or take any other action, in each case, as is necessary to cure or avoid such breach.

(b) The Investor shall not take, and shall not permit or allow, any action that would (i) reasonably be expected to pose substantial risk that the Investor or any of its Affiliates would be required to register as a bank holding company under the BHC Act with respect to the Company or the Bank or (ii) cause the "voting percentage" (as that concept is calculated and interpreted pursuant to 12 C.F.R. 225.2(u) or in any successor regulation or published interpretation of the Federal Reserve then in effect for purposes of the BHC Act) of the Investor (together with its Affiliates) to exceed 9.9% of the Company.

(c) If Investor breaches its obligations under Section 3(b), believes it is reasonably likely to breach such obligations or receives any communication or other guidance from a Bank Regulatory Authority asserting that Investor has breached such obligations, Investor shall immediately notify the Company and the Bank and shall cooperate in good faith with the Company and the Bank promptly to modify any ownership or take any other action, as is necessary to cure or avoid such breach.

(d) At the request of the Company, Investor agrees to promptly provide any such information that any other Bank Regulatory Authority may reasonably request in connection with the Investor's investment in the Shares, the Transaction Documents or any of the other transactions and matters contemplated thereby, and undertakes that such information shall be true and accurate; provided that Investor may, in its reasonable discretion, provide directly to the any Bank Regulatory Authority any such information that Investor deems to be proprietary or confidential in nature.

Section 4. Preemptive Rights.

(a) Sale of New Securities. For so long as the Investor, together with its Affiliates, satisfies the Minimum Ownership Interest, if at any time after the date hereof the Company makes any nonpublic offering or sale of Common Stock or convertible preferred stock (a "**New Security**") other than: (i) the issuance of Series A Preferred Stock to the Investor as of the date hereof pursuant to the Securities Purchase Agreement; (ii) pursuant to the granting or exercise of employee stock options, restricted stock or other stock incentives pursuant to the Company's stock option plans, stock purchase plans or equity-based plans, in each case in the ordinary course of providing incentive compensation; (iii) issuances of capital stock as full or partial consideration for a merger, acquisition, joint venture, strategic alliance, license agreement or other similar non-financing transaction; (iv) pursuant to a stock split, recapitalization, in-kind dividend or similar distribution; or (v) any issuance of any Common Stock, preferred stock or other equity interests of the Company or securities convertible into shares of Common Stock and/or preferred stock or other equity interests of the Company upon the exercise, conversion or exchange of options, warrants or other convertible securities; then in each such instance, the Investor shall be afforded the opportunity to acquire from the Company for the same price (net of any underwriting discounts or sales commissions) and on the same terms as such securities are proposed to be offered to others, up to the amount of New Securities

in the aggregate required to enable the Investor to maintain its proportionate equity interest in the Company immediately prior to any such issuance of New Securities. The amount of New Securities that the Investor shall be entitled to purchase in the aggregate shall be determined by multiplying (x) the total number or principal amount of such offered New Securities by (y) a fraction, the numerator of which is the total number of shares of Common Stock then held by the Investor (counting for such purposes all shares of Common Stock into or for which any securities of the Company owned by the Investor are directly or indirectly convertible or exercisable, including all shares of Series A Preferred Stock then held by the Investor) and the denominator of which is the total number of shares of Common Stock then outstanding (counting for such purposes all shares of Common Stock into or for which any securities of the Company are directly or indirectly convertible or exercisable). Notwithstanding the foregoing, the Company shall not be required to offer or sell such New Securities to the Investor if such offering or sale would cause the Company to be in violation of applicable federal securities laws.

(b) Limitation on Voting Securities. The purchase of any New Securities by the Investor shall not (i) cause the Investor or any of its Affiliates to violate any banking regulation, (ii) require the Investor or any of its Affiliates to become a "bank holding company" under the BHC Act or otherwise serve as a source of strength for the Company or the Bank or (iii) cause the Investor, together with any other person whose Company securities would be aggregated with the Investor's Company securities for purposes of any banking regulation or law, to collectively be deemed to own, control or have the power to vote securities which (assuming, for this purpose only, full conversion and/or exercise of such securities by the Investor and such other Persons) would represent more than 9.9% of any class of Voting Securities of the Company outstanding at such time (collectively, the "**Regulatory Limitations**"). For the avoidance of doubt, the Company shall have no obligation hereunder to offer New Securities or consummate the sale of New Securities in the event that any such Regulatory Limitation is (or would be) applicable to the Investor or any of its Affiliates. For purposes of this Section 4(b), the term "Affiliate" shall have the meaning under the BHC Act and the Federal Reserve's Regulation Y.

(c) Notice. So long as the Investor, together with its Affiliates, satisfies the Minimum Ownership Interest, in the event the Company proposes to offer or sell New Securities (an "**Offering**"), it shall give the Investor written notice of its intention, describing the price (or range of prices), anticipated amount of New Securities, timing and other terms upon which the Company proposes to offer the New Securities (including, no later than fifteen (15) Business Days after the commencement of marketing with respect to a Rule 144A Offering or an Offering pursuant to Section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder). If the information contained in the notice constitutes material non-public information (as defined under the applicable securities laws), the Company shall deliver such notice only to the individuals identified (with respect to the Investor) in Section 7(a) hereof, and shall not communicate the information to anyone else acting on behalf of the Investor without the consent of one of the designated individuals. The Investor shall have five (5) Business Days from the date of receipt of such a notice to notify the Company in writing that it intends to exercise its rights provided in this Section 4 and as to the amount of New Securities the Investor desires to purchase, up to the maximum amount permitted pursuant to Section 4(a) (subject to Section 4(b)). Such notice shall constitute a nonbinding indication of interest of the Investor to purchase the amount of New Securities so specified at the price and other terms set forth in the Company's notice to it. The failure of the Investor to respond within such five (5) Business Day period shall be deemed a waiver of the Investor's rights under this Section 4 only with respect to the Offering described in the applicable notice.

(d) Purchase Mechanism. The Investor must execute all customary transaction documentation in connection with such Offering on the same terms as any other participant in the Offering. Notwithstanding anything to the contrary herein, the closing of the purchase of the New Securities by the Investor will occur no earlier than the closing of the Offering triggering the right being exercised by the Investor. Each of the Company and the Investor agrees to use its commercially reasonable efforts to secure

any regulatory or shareholder approvals or other consents, and to comply with any law or regulation necessary in connection with the offer, sale and purchase of, such New Securities.

(e) Failure of Purchase. In the event the Investor fails to exercise its rights provided in this Section 4 within the five (5) Business Day period outlined in Section 4(c) or, if so exercised, the Investor is unable to consummate such purchase within the time period specified in Section 4(d) above because of its failure to obtain any required regulatory or shareholder consent or approval, the Company shall thereafter be entitled (during the period of one hundred eighty (180) days following the conclusion of the applicable period) to sell or enter into an agreement (pursuant to which the sale of the New Securities covered thereby shall be consummated, if at all, within one hundred eighty (180) days from the date of such agreement) to sell the New Securities not elected to be purchased pursuant to this Section 4 by the Investor or which the Investor is unable to purchase because of such failure to obtain any such consent or approval, at a price and upon terms no more favorable in the aggregate to the purchasers of such New Securities than were specified in the Company's notice to the Investor. Notwithstanding the foregoing, if such sale is subject to the receipt of any regulatory or shareholder approval or consent or the expiration of any waiting period, the time period during which such sale may be consummated shall be extended until the expiration of twenty (20) Business Days after all such approvals or consents have been obtained or waiting periods expired, but in no event shall such time period exceed one hundred-eighty (180) days from the date of the applicable agreement with respect to such sale. In the event the Company has not sold the New Securities or entered into an agreement to sell the New Securities within such one hundred eighty (180) day period (or sold and issued New Securities in accordance with the foregoing within one hundred eighty (180) days from the date of such agreement), the Company shall not thereafter offer, issue or sell such New Securities without first offering such New Securities to the Investor in the manner provided above.

(f) Non-Cash Consideration. In the case of the offering of New Securities for consideration in whole or in part other than cash, including securities acquired in exchange therefor (other than securities by their terms so exchangeable), the consideration other than cash shall be deemed to be the fair value thereof as determined by the Board of Directors.

(g) Termination. The Investor's rights under this Section 4 shall terminate upon date when the Investor, together with its Affiliates, fail to satisfy the Minimum Ownership Interest.

Section 5. Termination. Except as set forth in this Agreement, this Agreement and the Investor's rights hereunder shall terminate upon the date when the Investor and its Affiliates, in the aggregate, no longer own any Shares, any underlying shares of Common Stock, the Warrants or any Warrant Shares.

Section 6. Confidentiality.

(a) Each Party to this Agreement will hold, and will use commercially reasonable efforts to cause its subsidiaries and affiliates and their respective directors, officers, employees, agents, consultants and advisors to hold, in strict confidence, unless disclosure to a Governmental Authority is reasonably necessary or appropriate in connection with any necessary regulatory approval, or request for information or similar process, or unless compelled to disclose by judicial or administrative process or, based on the advice of its counsel, by another requirement of law or the applicable requirements of any Governmental Authority (in which case, the Party permitted to disclose such information shall, to the extent legally permissible and reasonably practicable, provide the other Party with prior written notice of such permitted disclosure so that such other Party may seek an appropriate protective order or confidential treatment of such information or take other appropriate action), all nonpublic records, books, contracts, instruments, computer data and other data and information (collectively, "**Information**") concerning the other Party hereto furnished to it by such other Party or its representatives pursuant to this Agreement

(except to the extent that such information can be shown to have been (i) previously known by such Party on a non-confidential basis, (ii) in the public domain through no fault of such Party, (iii) later lawfully acquired from other sources by the Party to which it was furnished or (iv) independently developed or conceived by such Party without use of such Information), and neither Party hereto shall release or disclose such Information to any other person, except its Affiliates, partners, auditors, attorneys, financial advisors, other consultants and advisors with the express understanding that such parties will maintain the confidentiality of the Information and, to the extent permitted above, to Governmental Authorities; provided, however, that (1) each Party is permitted to disclose Information to auditors and bank and securities regulatory authorities without prior written notice to the other Party in connection with any audit or examination that does not explicitly reference the other Party or this Agreement, (2) each Party may identify the number and value of the Investor's security holdings in the Company in accordance with applicable investment reporting and disclosure regulations or internal policies without prior notice to or consent from the other Party and (3) the Investor is permitted to disclose Information to its or its Affiliates' current and prospective limited partners, current and prospective investors and transferee(s), so long as such disclosures are (A) limited to information that is customarily provided to (x) current or prospective limited partners in private equity funds or (y) transferee(s) in connection with a transfer, as applicable, and (B) made on a confidential basis.

(b) Section 6(a) shall not be binding on, or in any way limit or restrict the activities of, any of Investor's affiliated portfolio companies, investment professionals or affiliated investment funds that do not receive Information. The Company acknowledges that the Investor's directors, managers, officers or employees (and directors, managers, officers or employees of the Investor's general partner, manager or affiliates, as applicable) may serve as directors or officers of portfolio companies of the Investor or its Affiliates, and such portfolio companies will not be deemed to have received Information solely due to the dual role of such director, manager, officer or employee, so long as such individual does not (x) provide any Information to the other directors, managers, officers or employees of such portfolio companies (that are not also covered by this Section 6(b)) or (y) use or disclose any Information in his or her role at such affiliated portfolio company.

Section 7. Miscellaneous.

(a) Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile or e-mail (provided the sender receives a machine-generated confirmation of successful facsimile transmission or e-mail notification or confirmation of receipt of an e-mail transmission) at the facsimile number or e-mail address specified in this Section 7(a) prior to 5:00 p.m., New York City time, on a Business Day, (ii) the next Business Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number specified in this Section 7(a) on a day that is not a Business Day or later than 5:00 p.m., New York City time, on any Business Day, (iii) the Business Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service with next day delivery specified, or (iv) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as follows:

If to the Company: NewtekOne, Inc.
4800 T-Rex Avenue, Suite 120,
Boca Raton, Florida 33431
Attention: Barry Sloane
Telephone: (212) 356-9500
E-Mail: bsloane@newtekone.com

With a copy to:	NewtekOne, Inc. 4800 T-Rex Avenue, Suite 120, Boca Raton, Florida 33431 Attention: Michael Schwartz E-Mail: mschwartz@newtekone.com
If to the Investor:	Patriot Financial Partners IV, LP. Patriot Financial Partners Parallel IV, L.P. Radnor Corporate Center Building Four, Suite 210 100 Matsonford Road Radnor, PA 19087 Attention: Thomas Cestare Telephone: (215) 399-4675 E-mail: tcestare@patriotfp.com
With a copy to:	Troutman Pepper Hamilton Sanders LLP 600 Peachtree Street, NE, Suite 3000 Atlanta, Georgia 30308 Attention: Brad Resweber Telephone: (404) 885-3132 E-Mail: Brad.Resweber@troutman.com

or such other address as may be designated in writing hereafter, in the same manner, by such Person.

(b) This Agreement will be binding upon, and will inure to the benefit of and be enforceable by, the Parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. This Agreement, or any rights or obligations hereunder, may not be assigned by the Company or the Investor without the prior written consent of the other party; provided, however, that the Investor may, without prior written consent, assign its rights hereunder in whole or in part to any Affiliate to whom the Investor assigns or transfers any Shares in compliance with the Transaction Documents and applicable law.

(c) This Agreement, together with the Registration Rights Agreement, the Securities Purchase Agreement, the Warrants and the exhibits and schedules hereto and thereto, including the Articles Supplementary (collectively, the "**Transaction Documents**"), embodies the entire agreement and understanding between the Parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than as set forth in the Transaction Documents. This Agreement supersedes all prior agreements and understandings among the parties hereto with respect to the subject matter hereof.

(d) This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such State. Each Party agrees that all Proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement (whether brought against a party hereto or its respective Affiliates, employees or agents) may be commenced on an exclusive basis in the New York Courts. Each Party hereby irrevocably submits to the non-exclusive jurisdiction of New York Courts for the adjudication of any

dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any Proceeding, any claim that it is not personally subject to the jurisdiction of any such New York Court, or that such Proceeding has been commenced in an improper or inconvenient forum. Each Party hereby irrevocably waives personal service of process and consents to process being served in any such Proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such Party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. **EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

(e) If any provision of this Agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby and the Parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Agreement.

(f) Any Party may (i) extend the time for the performance of any of the obligations or other acts of the other Party and (ii) waive compliance by the other Party with any of such other Party's obligations or covenants contained herein; *provided*, *however*, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed by each of the Parties to be bound thereby, but no such extension or waiver and no failure to insist on strict compliance by the other Party with an obligation or covenant hereunder shall operate as a waiver of, or estoppel with respect to, any subsequent failure to comply with the same obligation or covenant or any failure to comply therewith by the Party whose performance was waived.

(g) This Agreement may be executed in two (2) or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each Party and delivered to the other Party, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

(h) This Agreement shall be deemed to be the joint work product of the Parties, and any rule of construction that a document shall be interpreted or construed against a drafter of such document shall not be applicable.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, where applicable by their duly authorized representatives, as of the date first above written.

COMPANY:

NEWTEKONE, INC.

By: /s/ Barry Sloane
Name: Barry Sloane
Title: President and Chief Executive Officer

INVESTOR:

PATRIOT FINANCIAL PARTNERS IV, L.P.

By: /s/ Thomas Cestare
Name: Thomas Cestare
Title: Partner

PATRIOT FINANCIAL PARTNERS PARALLEL IV, L.P.

By: /s/ Thomas Cestare
Name: Thomas Cestare
Title: Partner

Exhibit A

Form of

Confidentiality Agreement

Date: [•]

[•]

[•]

[•]

Dear [•]:

In connection with your service as an observer (an "**Observer**") of the board of directors of NewtekOne, Inc., a Maryland corporation (the "**Company**"), and the board of directors of Newtek Bank, N.A., a national banking association (the "**Bank**"), the Company, the Bank and their respective advisors and agents are prepared to make available to you certain information on the terms and conditions contained in this confidentiality agreement ("**Confidentiality Agreement**").

"**Confidential Information**" shall mean all information concerning the Company or the Bank, including, without limitation, projections and any financial analyses, and information concerning their respective businesses and their respective operations obtained or ascertained by you as a result of any visit to any branch or facility occupied by the Company or the Bank or furnished or made available to you by the Company or the Bank or any of their respective directors, officers, employees, affiliates (as such term is used in Rule 12b-2 under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")), agents, advisors, counsel, investment bankers, representatives or controlling persons within the meaning of Section 20 of the Exchange Act and other representatives (collectively, "**Representatives**"), whether prepared by the Company, the Bank, any of their respective Representatives or otherwise and whether obtained or furnished before or after the date hereof and regardless of the manner in which it is furnished, together with all reports, analyses, compilations, memoranda, notes, studies or other documents or records or electronic media prepared by you that contain or otherwise reflect or are generated from such information, but does not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by you, (ii) was available to you on a non-confidential basis prior to its disclosure to you by the Company, the Bank or any of their respective Representatives from a person other than the Company, the Bank or any of their respective Representatives who is not otherwise known to you (after reasonable inquiry) to be bound not to disclose such information pursuant to a contractual, legal or fiduciary obligation, or (iii) becomes available to you on a non-confidential basis from a person other than the Company, the Bank or any of their respective Representatives who is not otherwise known to you (after reasonable inquiry) to be bound not to disclose such information pursuant to a contractual, legal or fiduciary obligation.

Unless otherwise agreed to in writing by the Company and the Bank, you agree: (i) to keep all Confidential Information confidential and not to disclose or reveal in any manner whatsoever any Confidential Information to any person other than Patriot Financial Partners IV, L.P., a Delaware limited partnership, Patriot Financial Partners Parallel IV, L.P., or their affiliates (as such term is used in Rule 12b-2 under the Exchange Act) (collectively, "**Patriot**"), it being understood, and by signing below, Patriot hereby agrees, that all Confidential Information you disclose or reveal to Patriot shall be deemed to be "Information" of the Company as such term is defined in that certain Investor Rights Agreement, dated as

of [•], 2023, by and between Patriot and the Company; (ii) to the extent that any Confidential Information may include materials subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, the parties understand and agree that they have a commonality of interest with respect to such matters and it is their mutual desire, intention and understanding that the sharing of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, work product doctrine or other applicable privilege, and that all Confidential Information that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege or doctrine shall remain entitled to such protection under these privileges or doctrines, under this Confidentiality Agreement and under the joint defense doctrine; and (iii) all Confidential Information shall remain the property of the Company, the Bank and/or their respective Representatives, and no license or, except as otherwise provided herein, right to use or similar rights with respect to the Confidential Information is granted to you or Patriot, by implication or otherwise.

You agree that you will make all reasonable, necessary and appropriate efforts to safeguard the Confidential Information from disclosure to anyone other than as permitted hereby and that you will be responsible for any breach of the terms hereof.

In the event that you are requested pursuant to, or required by, applicable law or regulation or by legal process to disclose any Confidential Information, you agree that you will (to the extent permissible by law) provide the Company and the Bank with prompt written notice of such request(s) or requirement(s) to enable the Company and the Bank to seek an appropriate protective order, waive compliance with the provisions of this Confidentiality Agreement or take other appropriate action. You agree to use your reasonable best efforts to assist the Company, the Bank and their respective Representatives in obtaining such a protective order. If, in the absence of a protective order or the receipt of a waiver hereunder, you are nonetheless, upon the advice of your counsel, compelled to disclose the Confidential Information to any tribunal or else stand liable for contempt or suffer other censure or significant penalty, you, after written notice to the Company and the Bank, may disclose to such tribunal only such Confidential Information that you are compelled to disclose and, to the extent permissible by law, regulation or tribunal, provide the Company and the Bank with notice of such disclosure promptly but in any case no later than five (5) business days following such disclosure.

Upon the request of the Company or the Bank at any time, you will promptly either destroy or deliver to the Company all of the Confidential Information, including all copies, reproductions, summaries, analyses or extracts thereof or based thereon, in your possession. Any such return or destruction shall be certified in writing by you. Notwithstanding such return or destruction, you will continue to be bound by your obligations under this Confidentiality Agreement. Notwithstanding the foregoing, you shall be entitled to retain one copy of any portion of the Confidential Information that is required to be retained pursuant to applicable law or regulation or Patriot's bona fide internal document retention policies.

During the time period in which you are an Observer, you will not initiate or maintain contact (except for those contacts that (i) are made in the ordinary course of business and do not reference or use any of the Confidential Information, or otherwise made in connection with your service as an Observer, and (ii) are made in full compliance with your obligations under this Confidentiality Agreement) with any officer, director, shareholder, employee, consultant, advisor, agent, client, or commercial, business or real estate banking customer of the Company or the Bank regarding the business, operations, prospects or finances of the Company, the Bank or any of their respective subsidiaries, except with the prior written permission of the chairman of the Company's board of directors (which permission may be provided through email or other electronic transmission).

In addition, you hereby acknowledge that you are aware of your responsibility under the federal securities laws with respect to purchasing or selling securities of a company about which you have material nonpublic information and agree that you will comply at all times with such laws.

It is understood and agreed that money damages would not be a sufficient remedy for any breach of this Confidentiality Agreement by you and that the Company and the Bank shall each be entitled to specific performance and injunctive relief as remedies for any such breach or any threat of such breach without posting any bond. Such remedies shall not be deemed to be the exclusive remedies for any such breach of this Confidentiality Agreement but shall be in addition to all other remedies at law or in equity available to the Company or the Bank.

This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its conflict of laws principles that would cause the laws of another jurisdiction to apply. Each of the parties hereto consents to personal jurisdiction in such state and voluntarily submits to the jurisdiction of courts of such state in any action or proceeding with respect to this Confidentiality Agreement, including the federal district courts in such state. You agree that you may be served with process at your address set forth on the first page hereof.

The term "person" shall be broadly interpreted to include, without limitation, the media, any bank, savings association, corporation, company, group, partnership, trust or other business entity or any individual.

It is further understood and agreed that no failure or delay by the Company, the Bank or any of their respective Representatives in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

Any assignment of this Confidentiality Agreement by you without the prior written consent of the Company and the Bank shall be null and void *ab initio*.

In the event any court of law with applicable jurisdiction shall determine that any provision of this Confidentiality Agreement is invalid, such determination shall not affect the validity of any other provision of this Confidentiality Agreement, which shall remain in full force and effect and shall be construed so as to be valid under applicable law.

This Confidentiality Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same Confidentiality Agreement.

This Confidentiality Agreement shall terminate on the date that is one (1) year from the date when you cease to be an Observer.

[Signature page follows]

Please confirm your agreement to the foregoing by signing and returning to the undersigned the duplicate copy of this letter enclosed herewith.

Very truly yours,

NEWTEKONE, INC.

By: _____
Name:
Title:

Accepted and agreed as of the date first written above:

_____
[Observer Name]

PATRIOT FINANCIAL PARTNERS IV, L.P.:

By: _____
Name:
Title:

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "**Agreement**") is made and entered into as of February 3, 2023, by and among NewtekOne, Inc., a Maryland corporation (the "**Company**"), Patriot Financial Partners IV, L.P., a Delaware limited partnership and Patriot Financial Partners Parallel IV, L.P., a Delaware limited partnership (collectively, "**Patriot**" or "**Registration Rights Purchaser**").

RECITALS

WHEREAS, This Agreement is made in connection with the parties' entry into the Securities Purchase Agreement, dated as of February 3, 2023, among the Company and the Registration Rights Purchaser (the "**Purchase Agreement**").

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the Registration Rights Purchaser agree as follows:

Section 1. Definitions. Capitalized terms used and not otherwise defined herein that are defined in the Purchase Agreement shall have the meanings given such terms in the Purchase Agreement. As used in this Agreement, the following terms shall have the following meanings:

"**Advice**" shall have the meaning set forth in Section 8(g).

"**Affiliate**" means, with respect to any Person, any other Person which directly or indirectly controls, is controlled by, or is under common control with, such Person.

"**Agreement**" shall have the meaning set forth in the Preamble.

"**Allowable Grace Period**" shall have the meaning set forth in Section 5(d).

"**Business Day**" means a day other than a Saturday or Sunday or other day on which banks located in New York or Maryland are authorized or required by law to close.

"**Capital Stock**" means, with respect to any Person at any time, any and all shares, interests, participations or other equivalents (however designated, whether voting or nonvoting) of capital stock, securities convertible into or exchangeable or exercisable for any of its shares, interests, participations or other equivalents, partnership interests (whether general or limited), limited liability company interests, or equivalent ownership interests in or issued by such Person.

"**Closing Date**" has the meaning set forth in the Purchase Agreement.

"**Commission**" means the United States Securities and Exchange Commission.

"**Common Stock**" means the voting common stock of the Company, par value $0.02 per share, and any securities into which such shares of voting common stock may hereinafter be reclassified.

"**Company**" shall have the meaning set forth in the Preamble.

"**Company Notice**" has the meaning set forth in Section 2(a).

"**Demand Registration**" has the meaning set forth in Section 2(a).

"**Demand Registration Statement**" has the meaning set forth in Section 2(a).

"**Effective Date**" means the date that the Registration Statement filed pursuant to Section 2(a) is first declared effective by the Commission.

"**Effectiveness Deadline**" means, with respect to a Demand Registration Statement, the fifth (5th) Trading Day after the date the Company is notified (orally or in writing, whichever is earlier) by the Commission that such Registration Statement will not be "reviewed" or will not be subject to further review; provided, that if the Effectiveness Deadline falls on a Saturday, Sunday or other day that the Commission is closed for business, the Effectiveness Deadline shall be extended to the next Business Day on which the Commission is open for business.

"**Effectiveness Period**" shall have the meaning set forth in Section 2(c).

"**Event Date**" shall have the meaning set forth in Section 2(d).

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**Filing Deadline**" has the meaning set forth in Section 2(a).

"**FINRA**" shall have the meaning set forth in Section 5(l).

"**Grace Period**" shall have the meaning set forth in Section 5(d).

"**Holder**" or "**Holders**" means the holder or holders, as the case may be, from time to time of Registrable Securities; initially, the only Holder shall be Patriot.

"**Holders' Counsel**" means one counsel designated by a majority of the outstanding Registrable Securities.

"**Indemnified Party**" shall have the meaning set forth in Section 7(c).

"**Indemnifying Party**" shall have the meaning set forth in Section 7(c).

"**Losses**" shall have the meaning set forth in Section 7(a).

"**New York Courts**" means the state and federal courts sitting in the borough of Manhattan, in the State of New York.

"**Non-Responsive Holder**" shall have the meaning set forth in **Error! Reference source not found.**.

"**OTC Bulletin Board**" means the marketplace for trading over the counter stocks provided and operated by OTC Markets Group, Inc.

"**Other Securities**" means shares of Common Stock, Series A Preferred Stock or shares of other Capital Stock of the Company which are contractually entitled to registration rights or Capital Stock which the Company is registering pursuant to a Registration Statement.

"**Participating Holder**" means any Holder that has elected to include Registrable Securities in a Registration Statement pursuant to Section 2.

"**Patriot**" shall have the meaning set forth in the Preamble.

"**Person**" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"**Piggyback Registration**" shall have the meaning set forth in Section 3(a).

"**Piggyback Registration Statement**" shall have the meaning set forth in Section 3(b).

"**Principal Market**" means the Trading Market on which the Common Stock is primarily listed on and quoted for trading, if any.

"**Proceeding**" means an action, claim, suit, investigation or proceeding (including, without limitation, an investigation or partial proceeding, such as a deposition), whether commenced or threatened.

"**Prospectus**" means the prospectus included in a Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated under the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by a Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

"**Purchase Agreement**" shall have the meaning set forth in the Recitals.

"**Registrable Securities**" means all of the Shares, the Underlying Shares and any securities issued or issuable upon any stock split, dividend or other distribution, recapitalization or similar event with respect to the Shares or the Underlying Shares, provided that Shares or the Underlying Shares shall cease to be Registrable Securities upon the earliest to occur of the following: (A) if such Shares or Underlying Shares have ceased to be outstanding; (B) the date such Shares or Underlying Shares are sold pursuant to an effective Registration Statement or such Shares or Underlying Shares have been resold in compliance with Rule 144 (in which case, only such shares sold shall cease to be a Registrable Security); or (C) if such Shares or Underlying Shares have been sold in a private transaction in which the Holder's rights under this Agreement have not been assigned to the transferee.

"**Registration**" means a registration with the Commission of the offer and sale to the public of Registrable Securities under a Registration Statement. The terms "Register," "Registered" and "Registering" shall have a correlative meaning.

"**Registration Statements**" means any one or more registration statements of the Company filed under the Securities Act that covers the resale of any of the Registrable Securities pursuant to the provisions of this Agreement (including without limitation any Demand Registration Statement), amendments and supplements to such Registration Statements, including post-effective amendments, all exhibits and all material incorporated by reference or deemed to be incorporated by reference in such Registration Statements.

"**Requested Information**" shall have the meaning set forth in Section 8(d).

"**Rule 144**" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any successor rule thereto.

"**Rule 144A**" means Rule 144A promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any successor rule thereto.

"**Rule 424**" means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any successor rule thereto.

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**Series A Preferred Stock**" means the Company's Convertible Preferred Stock, Series A $0.02 par value per share, and any securities into which such shares of Series A Convertible Preferred Stock may hereinafter be reclassified.

"**Shares**" means the shares of Series A Preferred Stock issued or issuable to the Registration Rights Purchaser pursuant to the Purchase Agreement.

"**Shelf Registration Statement**" means a "shelf" registration statement of the Company that covers all the Registrable Securities (and may cover other securities of the Company) on Form S-3 and under Rule 415 under the Securities Act or, if the Company is not then eligible to file on Form S-3, on Form S-1 or any other appropriate form under the Securities Act, or any successor rule that may be adopted by the Commission, including without limitation any such registration statement filed pursuant to Section 2(a) hereunder, and all amendments and supplements to such "shelf" registration statement, including post-effective amendments, in each case, including the Prospectus contained therein, all exhibits thereto and any document incorporated by reference therein

"**Shelf Offering**" shall have the meaning set forth in Section 4(a).

"**Take-Down Notice**" shall have the meaning set forth in Section 4(a).

"**Trading Day**" means (i) a day on which the Common Stock is listed or quoted and traded on its Principal Market (other than the OTC Bulletin Board), or (ii) if the Common Stock is not listed on a Trading Market (other than the OTC Bulletin Board), a day on which the Common Stock is traded in the over-the-counter market, as reported by the OTC Bulletin Board, or (iii) if the Common Stock is not quoted on any Trading Market, a day on which the Common Stock is quoted in the over-the-counter market as reported in the OTC Bulletin Board; provided, that in the event that the Common Stock is not listed or quoted as set forth in (i), (ii) and (iii) hereof, then Trading Day shall mean a Business Day.

"**Trading Market**" means the NYSE American, the New York Stock Exchange, the NASDAQ Global Select Market, the NASDAQ Global Market, the NASDAQ Capital Market or another national securities exchange.

"**Underlying Shares**" means the shares of Common Stock (i) into which the shares of Series A Preferred Stock are convertible and (ii) issuable upon exercise of the Warrants.

"**Registration Rights Purchaser**" shall have the meaning set forth in the Preamble and consists solely of Patriot.

"**Warrants**" means the Warrants granted by the Company to the Registration Rights Purchaser of even date herewith.

Section 2. Demand Registration.

(a) At any time after the fifth (5th) anniversary of the Closing Date, Patriot shall have the right to request that the Company file a Registration Statement (a "**Demand Registration Statement**") with the Commission on the appropriate registration form for all or part of the Registrable Securities held by Patriot by delivering a written request to the Company specifying the class and number of shares of Registrable Securities that Patriot wishes to Register and the intended method of distribution thereof (a "**Demand Registration**"). The Company shall (i) within ten (10) Business Days of the receipt of such request, give written notice of such Demand Registration to the other Holders of Registrable Securities (the "**Company Notice**"), if any, (ii) use its commercially reasonable efforts to file a Registration Statement (or an amendment or supplement to a previously filed Shelf Registration Statement) in respect of such Demand Registration as soon as reasonably practicable and in any event within one hundred twenty (120) calendar days of the receipt of the request for a Demand Registration (the "**Filing Deadline**"), and (iii) use its commercially reasonable efforts to cause such Registration Statement to become effective as soon as reasonably practicable thereafter and in any event by the Effectiveness Deadline. Subject to Section 2(d) below, the Company shall include in such Registration all Registrable Securities the Holders, which for purposes of clarity, includes Patriot, request to be included (each, a "**Participating Holder**") within the ten (10) Business Days following receipt of the Company Notice, as applicable. No Holder shall be named as an "underwriter" in any Registration Statement without such Holder's prior written consent.

(b) Patriot shall have the right to require the Company to make a total of two (2) Demand Registrations pursuant to Section 2(a); provided, however, that Patriot may not require the Company to effect a Demand Registration within one hundred eighty (180) calendar days of the date a previous Demand Registration was requested by Patriot; provided, further, that if a request under Section 2(a) is withdrawn by Patriot or is not deemed effective such request will not reduce the total number of Demand Registrations then available to Patriot.

(c) The Company shall be deemed to have effected a Demand Registration for purposes of Section 2(b) if the Registration Statement is declared effective by the Commission or becomes effective upon filing with the Commission, and remains effective until such time as all of the Registrable Securities covered by such Registration Statement have been publicly sold by the Holders (the "**Effectiveness Period**").

(d) If: a Demand Registration Statement is not filed with the Commission on or prior to the Filing Deadline (the "**Event Date**"), then in addition to any other rights the Participating Holders (which for purposes of clarity includes Patriot) may have hereunder or under applicable law, on the Event Date and on each monthly anniversary of each such Event Date (if the applicable Event shall not have been cured by such date) until the Demand Registration Statement is filed, the Company shall pay to each Participating Holder an amount in cash as liquidated damages and not as a penalty ("**Liquidated Damages**"), equal to one and one quarter percent (1.25%) of the aggregate purchase price paid by such Participating Holder pursuant to the Purchase Agreement for any Registrable Securities held by such Participating Holder on the Event Date. The parties agree that notwithstanding anything to the contrary herein or in the Purchase Agreement, no Liquidated Damages shall be payable (w) if a Demand Registration Statement has been filed with the Commission prior to the Filing Deadline (irrespective of the date of any declaration of effectiveness by the Commission), (x) with respect to a Participating Holder, for an Event that relates to or is caused by any action or inaction taken by such Participating Holder, (y) with respect to a Participating Holder, in the event such Participating Holder is unable to

lawfully sell any of its Registrable Securities (including, without limitation, in the event a Grace Period exceeds the length of an Allowable Grace Period) because of possession of material non-public information or (z) with respect to any period after the expiration of the Effectiveness Period (it being understood that this clause shall not relieve the Company of any Liquidated Damages accruing prior to the expiration of the Effectiveness Period) and that the Liquidated Damages shall constitute the sole remedy under this Agreement for any failure to file a Demand Registration Statement by the Filing Deadline. . The Liquidated Damages pursuant to the terms hereof shall apply on a daily pro rata basis for any portion of a month prior to the cure of an Event, except in the case of the first Event Date.

Section 3. Piggyback Registration.

(a) If the Company intends to file a Registration Statement (other than a Demand Registration Statement, pursuant to Section 2) covering a primary or secondary offering of any of its Common Stock or Other Securities, whether or not the sale for its own account, which is not a registration solely to implement an employee benefit plan pursuant to a registration statement on Form S-8 (or successor form), a registration statement on Form S-4 (or successor form), a transaction to which Rule 145 or any other similar rule of the Commission is applicable, or in connection with any dividend or distribution reinvestment or similar plan, whether for its own account or for the account of one or more shareholders of the Company, the Company will promptly (and in any event at least fifteen (15) Business Days before the anticipated filing date) give written notice to the Holders (which for purposes of clarity, includes Patriot) of its intention to effect such a registration. The Company will effect the registration under the Securities Act of all Registrable Securities that the Holder(s) request(s) be included in such registration (a "**Piggyback Registration**") by a written notice delivered to the Company within ten (10) Business Days after the notice given by the Company in the preceding sentence. Subject to Section 3(b), securities requested to be included in a Company registration pursuant to this Section 3 shall be included by the Company on the same form of Registration Statement as has been selected by the Company for the securities the Company is registering for sale referred to above. The Holders shall be permitted to withdraw all or part of the Registrable Securities from the Piggyback Registration at any time at least two (2) Business Days prior to the effective date of the Registration Statement relating to such Piggyback Registration. If the Company elects to terminate any registration filed under this Section 3 prior to the effectiveness of such registration, the Company will have no obligation to register the securities sought to be included by the Holders in such registration under this Section 3. There shall be no limit to the number of Piggyback Registrations pursuant to this Section 3(a).

(b) If a Registration Statement pursuant to a Piggyback Registration (a "**Piggyback Registration Statement**") under this Section 3 relates to an underwritten offering and the managing underwriter(s) advise(s) the Company that in its or their reasonable opinion the number of securities requested to be included in such offering exceeds the number which can be sold without adversely affecting the marketability of such offering (including an adverse effect on the per share offering price), the Company will include in such registration or Prospectus only such number of securities that in the reasonable opinion of such underwriter(s) can be sold without adversely affecting the marketability of the offering (including an adverse effect on the per share offering price), which securities will be so included in the following order of priority: (i) first, the Common Stock and Other Securities the Company proposes to sell, (ii) second, the Registrable Securities of the Holders who have requested inclusion of Registrable Securities pursuant to this Section 3, pro rata on the basis of the aggregate number of such securities or shares owned by each such person, or as such Holders may otherwise agree, and (iii) third, any Other Securities of the Company that have been requested to be so included, subject to the terms of this Agreement. The Company shall select the investment banking firm or firms to act as the lead underwriter or underwriters in connection with an underwritten offering made pursuant to this Section 3. No Holder may participate in any underwritten registration under this Section 3 unless such Holder (i) agrees to sell the Registrable Securities it desires to have covered by the underwritten offering on the basis provided in

any underwriting arrangements in customary form and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents required under the terms of such underwriting arrangements.

Section 4. Underwritten Shelf Offerings.

(a) At any time that a Shelf Registration Statement covering Registrable Securities pursuant to Section 2 or Section 3 is effective, if any Holder delivers a notice to the Company (a "**Take-Down Notice**") stating that it intends to sell all or part of its Registrable Securities included by it on the Shelf Registration Statement (a "**Shelf Offering**"), then, the Company shall amend or supplement the Shelf Registration Statement as may be necessary in order to enable such Registrable Securities to be distributed pursuant to the Shelf Offering (taking into account the inclusion of Registrable Securities by any other Holders pursuant to this Section 4(a)). In connection with any Shelf Offering, including any Shelf Offering that is an underwritten offering, such proposing Holder(s) shall also deliver the Take-Down Notice to all other holders of Registrable Securities included on such Shelf Registration Statement and permit each such Holder to include its Registrable Securities included on the Shelf Registration Statement in the Shelf Offering if such Holder notifies the proposing Holder(s) and the Company within ten (10) Business Days after delivery of the Take-Down Notice to such Holder.

(b) If a Shelf Offering of Registrable Securities included in a Demand Registration Statement pursuant to Section 2 is to be conducted as an underwritten offering, Patriot shall select the investment banking firm or firms to act as the lead underwriter or underwriters in connection with such offering; provided, that such selection shall be reasonably acceptable to the Company. If, in connection with any such underwritten offering, the managing underwriter(s) advise(s) the Company that in its or their reasonable opinion the number of securities requested to be included in such offering exceeds the number which can be sold without adversely affecting the marketability of such offering (including an adverse effect on the per share offering price), the Company will include in such registration or Prospectus only such number of securities that in the reasonable opinion of such underwriter(s) can be sold without adversely affecting the marketability of the offering (including an adverse effect on the per share offering price), which securities will be so included in the following order of priority: (i) first, the Registrable Securities of the Holders who have requested registration of Registrable Securities pursuant to this Section 4, pro rata on the basis of the aggregate number of such securities or shares owned by each such person, or as the Holders may otherwise agree amongst themselves, (ii) second, the Common Stock and Other Securities the Company proposes to sell, and (iii) third, any Other Securities of the Company that have been requested to be so included, subject to the terms of this Agreement. No Holder may participate in any underwritten registration under this Section 4 unless such Holder (i) agrees to sell the Registrable Securities it desires to include in the underwritten offering on the basis provided in any underwriting arrangements in customary form and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents required under the terms of such underwriting arrangements.

(c) In addition to Section (a) of this Section 4, a Shelf Offering of Registrable Securities included on a Demand Registration Statement initiated by Patriot shall be subject to the procedures set forth in Section 2 and a Piggyback Registration Statement initiated by Holders shall be subject to the procedures set forth in Section 3(b).

Section 5. Registration Procedures. In connection with the Company's registration obligations hereunder:

(a) The Company shall, not less than three (3) Trading Days prior to the filing of a Registration Statement or any related Prospectus or any amendment or supplement thereto (except for

Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, proxy statements and Current Reports on Form 8-K and any similar or successor reports), furnish to each Participating Holder, copies of such Registration Statement, Prospectus or amendment or supplement thereto, as proposed to be filed, which documents will be subject to the reasonable review of each Participating Holder. The Company shall not file any Registration Statement or amendment or supplement thereto containing information to which a Participating Holder reasonably objects in good faith, unless the Company shall have been advised by its counsel that the information objected to is required under the Securities Act or the rules or regulations adopted thereunder.

(b) (i) The Company shall prepare and file with the Commission such amendments, including post-effective amendments and supplements, to each Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement continuously effective as to the applicable Registrable Securities for its Effectiveness Period (except during an Allowable Grace Period); (ii) the Company shall cause the related Prospectus to be amended or supplemented by any required Prospectus supplement (subject to the terms of this Agreement), and, as so supplemented or amended, to be filed pursuant to Rule 424 (except during an Allowable Grace Period); (iii) the Company shall respond as promptly as reasonably practicable to any comments received from the Commission with respect to each Registration Statement or any amendment thereto and, as promptly as reasonably possible, provide the Holders true and complete copies of all correspondence from and to the Commission relating to such Registration Statement that pertains to the Holders as "Selling Shareholders"; and (iv) the Company shall comply in all material respects with the applicable provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by a Registration Statement until such time as all of such Registrable Securities shall have been disposed of (subject to the terms of this Agreement) in accordance with the intended methods of disposition by the Holders thereof as set forth in such Registration Statement as so amended or in such Prospectus as so supplemented; provided, that each Holder shall be responsible for the delivery of the Prospectus to the Persons to whom such Holder sells any of the Registrable Securities (including in accordance with Rule 172 under the Securities Act), and each Holder agrees to dispose of Registrable Securities in compliance with applicable federal and state securities laws. In the case of amendments and supplements to a Registration Statement which are required to be filed pursuant to this Agreement (including pursuant to this Section 5(b)) by reason of the Company filing a report on Form 10-K, Form 10-Q or Form 8-K or any analogous report under the Exchange Act, the Company shall have incorporated such report by reference into such Registration Statement, if applicable, or shall file such amendments or supplements with the Commission as promptly as practicable.

(c) The Company shall notify the Holders (which notice shall, pursuant to clauses (ii) through (iv) hereof, be accompanied by an instruction to suspend the use of the Prospectus until the requisite changes have been made, if applicable) as promptly as reasonably practicable following the day (i)(A) when a Prospectus or any Prospectus supplement or post-effective amendment to a Registration Statement has been filed with the Commission; (B) with respect to each Registration Statement or any post-effective amendment, when the same has become effective; (ii) of the issuance by the Commission or any other federal or state governmental authority of any stop order suspending the effectiveness of a Registration Statement covering any or all of the Registrable Securities or the initiation of any Proceedings for that purpose; (iii) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any Proceeding for such purpose; and (iv) of the occurrence of any event or passage of time that makes the financial statements included in a Registration Statement ineligible for inclusion therein or any statement made in such Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires any revisions to such Registration Statement, Prospectus or other documents so that, in the case of such Registration Statement or the Prospectus, as the case may be, it will

not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus, form of prospectus or supplement thereto, in light of the circumstances under which they were made), not misleading.

(d) Notwithstanding anything to the contrary herein, at any time after the Registration Statement has been declared effective by the Commission, the Company may delay the disclosure of material non-public information concerning the Company if the disclosure of such information at the time is not, in the good faith judgment of the Company, in the best interests of the Company (such delay, a "**Grace Period**").

(i) During the Grace Period, the Company shall not be required to maintain the effectiveness of any Registration Statement filed hereunder and, in any event, Holders shall suspend sales of Registrable Securities pursuant to such Registration Statements during the pendency of the Grace Period provided, the Company shall promptly (A) notify the Holders in writing of the existence of material non-public information giving rise to a Grace Period or the need to file a post-effective amendment, as applicable, and the date on which such Grace Period will begin, (B) use commercially reasonable efforts to terminate a Grace Period as promptly as practicable provided that such termination is, in the good faith judgment of the Company, in the best interest of the Company and (C) notify the Holders in writing of the date on which the Grace Period ends; provided, further, that, with respect to a Demand Registration Statement only, no single Grace Period shall exceed sixty (60) consecutive days, and during any three hundred sixty-five (365) day period, the aggregate of all Grace Periods shall not exceed an aggregate of one hundred eighty (180) days (each Grace Period complying with this provision being an "**Allowable Grace Period**").

(ii) For purposes of determining the length of a Grace Period, the Grace Period shall be deemed to begin on and include the date the Holders receive the notice referred to in clause (A) above and shall end on and include the later of the date the Holders receive the notice referred to in clause (C) above and the date referred to in such notice; provided, that no Grace Period shall be longer than an Allowable Grace Period. Notwithstanding anything to the contrary, the Company shall use commercially reasonable efforts to cause the Transfer Agent to deliver unlegended Shares to a transferee of a Holder in accordance with the terms of the Purchase Agreement in connection with any sale of Registrable Securities with respect to which a Holder has entered into an irrevocable contract for sale prior to the Holder's receipt of the notice of a Grace Period and for which the Holder has not yet settled.

(e) The Company shall use commercially reasonable efforts to avoid the issuance of, or, if issued, obtain the withdrawal of (i) any order suspending the effectiveness of a Registration Statement, or (ii) any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, as soon as practicable.

(f) The Company shall, if requested by a Holder, furnish to such Holder, without charge, at least one (1) conformed copy of each Registration Statement and each amendment thereto and all exhibits to the extent requested by such Holder (including those previously furnished or incorporated by reference) promptly after the filing of such documents with the Commission; provided, that the Company shall have no obligation to provide any document pursuant to this clause that is available on the Commission's EDGAR or successor system.

(g) The Company agrees to promptly deliver to each Holder whose Registrable Securities are included in the applicable Registration Statement, without charge, as many copies of each Prospectus or Prospectuses (including each form of prospectus) and each amendment or supplement

thereto as such Persons may reasonably request. The Company hereby consents to the use of such Prospectus and each amendment or supplement thereto by each of the selling Holders in connection with the offering and sale of Registrable Securities covered by such Prospectus and any amendment or supplement thereto.

(h) The Company shall, prior to any resale of Registrable Securities by a Holder, use its commercially reasonable efforts to register or qualify or cooperate with the selling Holders in connection with the registration or qualification (or exemption from the registration or qualification) of such Registrable Securities for the resale by the Holder under the securities or Blue Sky laws of such jurisdictions within the United States as any Holder reasonably requests in writing, to keep each registration or qualification (or exemption therefrom) effective during the Effectiveness Period and to do any and all other acts or things reasonably necessary to enable the disposition in such jurisdictions of the Registrable Securities covered by each Registration Statement; provided, that the Company shall not be required to qualify generally to do business in any jurisdiction where it is not then so qualified, subject the Company to any general tax in any such jurisdiction where it is not then so subject or file a consent to service of process in any such jurisdiction.

(i) The Company shall enter into such customary agreements (including an underwriting agreement in customary form) and take all such other actions reasonably requested by the Holders of a majority of the Registrable Securities being sold in connection therewith or by the managing underwriter(s), if any, in order to expedite or facilitate the disposition of such Registrable Securities. In connection with any such permitted underwritten offering of Registrable Securities,

(i) the Company shall (A) make such representations and warranties to the selling Holders and the managing underwriter(s), if any, with respect to the business of the Company and its subsidiaries, and the Registration Statement, Prospectus and documents, if any, incorporated or deemed to be incorporated by reference therein, in each case, in form, substance and scope as are customarily made by issuers in underwritten offerings, and, if true, confirm the same if and when requested, (B) use its commercially reasonable efforts to furnish opinions of counsel to the Company and updates thereof (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to the managing underwriter(s), if any, addressed to each of the managing underwriter(s), if any, covering the matters customarily covered in opinions requested in underwritten offerings, (C) use its commercially reasonable efforts to obtain "cold comfort" letters and updates thereof from the independent certified public accountants of the Company (and, if necessary, any other independent certified public accountants of any subsidiary of the Company or of any business acquired by the Company for which financial statements and financial data are, or are required to be, included in the Registration Statement) who have certified the financial statements included in such Registration Statement, addressed to each of the managing underwriter(s), if any, such letters to be in customary form and covering matters of the type customarily covered in "cold comfort" letters in connection with underwritten offerings, (D) include in the underwriting agreement indemnification provisions and procedures customary in such underwritten offerings and (E) deliver such documents and certificates as may be reasonably requested by the Holders of a majority of the Registrable Securities being sold in connection therewith, their counsel and the managing underwriter(s), if any, to evidence the continued validity of the representations and warranties made pursuant to clause (A) above and to evidence compliance with any customary conditions contained in the underwriting agreement or other agreement entered into by the Company,

(ii) each Participating Holder shall not, during such period (which period shall in no event exceed one hundred eighty (180) days) following the effective date of any Registration Statement to the extent requested by any managing underwriter, sell, pledge,

hypothecate, transfer, make any short sale of, loan, grant any option or right to purchase of, or otherwise transfer or dispose of (other than to donees who agree to be similarly bound) any Registrable Securities owned by it at any time during such period, except Registrable Securities included in such registration; provided that any release of Registrable Securities from such agreement shall be effected among the Holders on a pro rata basis according to the Registrable Securities then owned by them, and

(iii) if requested, the Company shall use its commercially reasonable efforts to cause each of its directors and senior executive officers to execute and deliver customary lockup agreements in such form and for such time period up to ninety (90) days as may be requested by any managing underwriter. The above shall be done at each closing under such underwriting or similar agreement, or as and to the extent required thereunder.

(j) The Company shall reasonably cooperate with the Holders to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be delivered to a transferee pursuant to the Registration Statement, which certificates shall be free, to the extent permitted by the Purchase Agreement and under law, of all restrictive legends, and to enable such Registrable Securities to be in such denominations and registered in such names as any such Holders may reasonably request. Certificates for Registrable Securities free from all restrictive legends may be transmitted by the transfer agent to a Holder by crediting the account of such Holder's prime broker with DTC as directed by such Holder.

(k) The Company shall following the occurrence of any event contemplated by Sections 5(c)(ii)-(iv), as promptly as reasonably practicable, as applicable: (i) use its commercially reasonable efforts to prevent the issuance of any stop order or obtain its withdrawal at the earliest possible moment if the stop order have been issued, or (ii) taking into account the Company's good faith assessment of any adverse consequences to the Company and its shareholders of the premature disclosure of such event, prepare and file a supplement or amendment, including a post-effective amendment, to the affected Registration Statements or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, and file any other required document so that, as thereafter delivered, no Registration Statement nor any Prospectus will contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus, form of prospectus or supplement thereto, in light of the circumstances under which they were made), not misleading.

(l) The Company may require each selling Holder to furnish to the Company a certified statement as to (i) the number of securities of the Company beneficially owned by such Holder and any Affiliate thereof, (ii) any Financial Industry Regulatory Authority ("**FINRA**") affiliations, (iii) any natural persons who have the power to vote or dispose of the Common Stock and (iv) any other information as may be requested by the Commission, FINRA, any state securities commission or any other government or regulatory body with jurisdiction over the Company or its activities. During any periods that the Company is unable to meet its obligations hereunder with respect to the registration of Registrable Securities because any Holder fails to furnish such information within five (5) Trading Days of the Company's request, any Liquidated Damages that are accruing at such time as to such Holder only shall be tolled and any Event that may otherwise occur solely because of such delay shall be suspended as to such Holder only, until such information is delivered to the Company.

(m) If requested by a Holder, the Company shall (i) promptly incorporate in a Prospectus supplement or post-effective amendment to the Registration Statement such information as the Company reasonably agrees (upon advice of counsel) is required to be included therein and (ii) make all required filings of such Prospectus supplement or such post-effective amendment as soon as reasonably

practicable after the Company has received notification of the matters to be incorporated in such Prospectus supplement or post-effective amendment.

(n) The Company shall cause all Underlying Shares to be listed on each securities exchange or nationally recognized quotation system on which the Common Stock is then listed.

(o) The Company may require each Holder of Registrable Securities as to which any registration is being effected to furnish to the Company in writing such information required in connection with such registration regarding such Holder and the distribution of such Registrable Securities as the Company may, from time to time, reasonably request in writing and the Company may exclude from such registration the Registrable Securities of any Holder who fails to furnish such information within a reasonable time after receiving such request.

Section 6. Registration Expenses.

(a) Underlying Shares. All fees and expenses incident to the Company's performance of or compliance with its obligations under this Agreement (excluding any underwriting discounts and selling commissions, stock transfer taxes and fees of counsel for any Holder) with respect to the Underlying Shares shall be borne by the Company whether or not any Underlying Shares are sold pursuant to a Registration Statement. The fees and expenses referred to in the foregoing sentence that are the Company's responsibility shall include, without limitation, (i) all registration and filing fees (including, without limitation, fees and expenses (A) with respect to filings required to be made with any Trading Market on which the Common Stock is then listed for trading, (B) with respect to compliance with applicable state securities or Blue Sky laws (including, without limitation, fees and disbursements of counsel for the Company in connection with Blue Sky qualifications or exemptions of the Underlying Shares and determination of the eligibility of the Underlying Shares for investment under the laws of such jurisdictions as requested by the Holders) and (C) if not previously paid by the Company in connection with an issuer filing, with respect to any filing that may be required to be made by any broker through which a Holder intends to make sales of the Underlying Shares with FINRA pursuant to FINRA Rule 5110, so long as the broker is receiving no more than a customary brokerage commission in connection with such sale, (ii) printing expenses (including, without limitation, expenses of printing certificates for the Underlying Shares and of printing prospectuses if the printing of prospectuses is reasonably requested by the Holders of a majority of the Underlying Shares included in the Registration Statement), (iii) messenger, telephone and delivery expenses of the Company, (iv) fees and disbursements of counsel for the Company, (v) Securities Act liability insurance, if the Company so desires such insurance and (vi) fees and expenses of all other Persons retained by the Company in connection with the consummation of the transactions contemplated by this Agreement.

(b) Shares. All fees and expenses incident to the Company's performance of or compliance with its obligations under this Agreement (excluding any underwriting discounts and selling commissions, stock transfer taxes and fees of counsel for any Holder) with respect to the Shares shall be borne by the Patriot whether or not any Shares are sold pursuant to a Registration Statement. The fees and expenses referred to in the foregoing sentence that are Patriot's responsibility shall include, without limitation, (i) all registration and filing fees (including, without limitation, fees and expenses (A) with respect to filings required to be made with any Trading Market on which the Shares may be listed for trading, (B) with respect to compliance with applicable state securities or Blue Sky laws (including, without limitation, fees and disbursements of counsel for the Company in connection with Blue Sky qualifications or exemptions of the Shares and determination of the eligibility of the Shares for investment under the laws of such jurisdictions as requested by the Holders) and (C) if not previously paid by the Company in connection with an issuer filing, with respect to any filing that may be required to be made by any broker through which a Holder intends to make sales of the Shares with FINRA pursuant

to FINRA Rule 5110, so long as the broker is receiving no more than a customary brokerage commission in connection with such sale, (ii) printing expenses (including, without limitation, expenses of printing certificates for the Shares and of printing prospectuses if the printing of prospectuses is reasonably requested by the Holders of a majority of the Shares included in the Registration Statement), (iii) messenger, telephone and delivery expenses of the Company, (iv) fees and disbursements of counsel for the Company, (v) Securities Act liability insurance, if the Company so desires such insurance and (vi) fees and expenses of all other Persons retained by the Company in connection with the consummation of the transactions contemplated by this Section 6(b) of this Agreement.

Section 7. Indemnification.

(a) Indemnification by the Company. The Company shall, notwithstanding any termination of this Agreement, indemnify, defend and hold harmless each Holder, the officers, directors, agents, general partners, managing members, managers, Affiliates, employees and investment advisers of such Holder, each Person who controls any such Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, general partners, managing members, managers, agents, Affiliates, employees and investment advisers of each such controlling Person, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable costs of preparation and investigation and reasonable and documented attorneys' fees) and expenses (collectively, "**Losses**"), as incurred, that arise out of or are based upon (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading, or (ii) any violation or alleged violation by the Company of the Securities Act, Exchange Act or any state securities law or any rule or regulation thereunder, in connection with the performance of its obligations under this Agreement, except to the extent, but only to the extent, that (A) such untrue statements, alleged untrue statements, omissions or alleged omissions are based solely upon information furnished in writing to the Company by such Holder or on behalf of such Holder expressly for use therein, or to the extent that such information relates to such Holder or such Holder's proposed method of distribution of Registrable Securities and was reviewed and approved by such Holder expressly for use in the Registration Statement, such Prospectus or such form of Prospectus or in any amendment or supplement thereto, (B) Holder's failure to deliver or cause to be delivered the Prospectus or any amendment or supplement thereto made available by the Company in compliance with Section 8(f), or (C) in the case of an occurrence of an event of the type specified in Sections 5(c)(ii)-(iv), related to the use by a Holder of an outdated or defective Prospectus after the Company has notified such Holder that the Prospectus is outdated or defective and prior to the receipt by such Holder of the Advice contemplated and defined in Section 8(g) below, but only if and to the extent that following the receipt of the Advice the misstatement or omission giving rise to such Loss would have been corrected. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of an Indemnified Party (as defined in Section 7(c)) and shall survive the transfer of the Registrable Securities by the Holders.

(b) Indemnification by Holders. Each Holder shall, notwithstanding any termination of this Agreement, severally and not jointly, indemnify and hold harmless the Company, its directors, officers, agents and employees, each Person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) and the officers, directors, general partners, managing members, managers, agents, Affiliates, employees and investment advisers of each such controlling Person, to the fullest extent permitted by applicable law,, to the fullest extent permitted by applicable law, from and against all Losses, as incurred, arising out of or are based upon (i) any untrue or

alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus, or any form of prospectus, or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus, or any form of prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading (A) to the extent, but only to the extent, that such untrue statements or omissions are based solely upon information furnished in writing to the Company by or on behalf of such Holder expressly for use therein, or (B) to the extent, but only to the extent, that such information relates to such Holder or such Holder's proposed method of distribution of Registrable Securities and was reviewed and approved by such Holder, or (ii) Holder's failure to deliver or cause to be delivered the Prospectus or any amendment or supplement thereto made available by the Company in compliance with Section 8(g). In no event shall the liability of any selling Holder hereunder be greater in amount than the dollar amount of the net proceeds received by such Holder upon the sale of the Registrable Securities giving rise to such indemnification obligation.

(c) Conduct of Indemnification Proceedings. If any Proceeding shall be brought or asserted against any Person entitled to indemnity hereunder (an "**Indemnified Party**"), such Indemnified Party shall promptly notify the Person from whom indemnity is sought (the "Indemnifying Party") in writing, and the Indemnifying Party shall have the right to assume the defense thereof, including the employment of one (1) counsel reasonably satisfactory to the Indemnified Party and the payment of all reasonable and documented fees and expenses incurred in connection with defense thereof; provided, that the failure of any Indemnified Party to give such written notice within a reasonable time of commencement of any such Proceeding shall not relieve the Indemnifying Party of its obligations or liabilities pursuant to this Agreement, except (and only) to the extent that such failure shall have materially and adversely prejudiced the Indemnifying Party in its ability to defend such Proceeding. An Indemnified Party shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Parties unless: (1) the Indemnifying Party has agreed in writing to pay such fees and expenses; (2) the Indemnifying Party shall have failed promptly to assume the defense of such Proceeding and to employ counsel reasonably satisfactory to such Indemnified Party in any such Proceeding; or (3) the named parties to any such Proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party, and such Indemnified Party shall have been advised by counsel in writing that a conflict of interest exists if the same counsel were to represent such Indemnified Party and the Indemnifying Party; provided, that the Indemnifying Party shall not be liable for the fees and expenses of more than one (1) separate counsel at any time for all Indemnified Parties. The Indemnifying Party shall not be liable for any settlement of any such Proceeding effected without its written consent, which consent shall not be unreasonably withheld, delayed or unreasonably conditioned. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending Proceeding in respect of which any Indemnified Party is a party, unless such settlement includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such Proceeding. Subject to the terms of this Agreement, all documented fees and expenses of the Indemnified Party (including reasonable fees and expenses to the extent incurred in connection with investigating or preparing to defend such Proceeding in a manner not inconsistent with this Section 7(c)) shall be paid to the Indemnified Party, as incurred, within twenty (20) Trading Days of written notice thereof to the Indemnifying Party; provided, that the Indemnified Party shall promptly reimburse the Indemnifying Party for that portion of such fees and expenses applicable to such actions for which such Indemnified Party is finally judicially determined to not be entitled to indemnification hereunder.

(d) Contribution. If a claim for indemnification under Section 7(a) or Section 7(b) is unavailable to an Indemnified Party (other than in accordance with its terms) or insufficient to hold an

Indemnified Party harmless for any Losses, then each Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party, on the one hand, and Indemnified Party, on the other hand, in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party, on the one hand, and Indemnified Party, on the other hand, shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in this Agreement, any reasonable attorneys' or other reasonable fees or expenses incurred by such party in connection with any Proceeding to the extent such party would have been indemnified for such fees or expenses if the indemnification provided for in this Section 7(d) was available to such party in accordance with its terms. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 7(d) were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 7(d), no Holder shall be required to contribute, in the aggregate, any amount in excess of the amount by which the net proceeds actually received by such Holder from the sale of the Registrable Securities subject to the Proceeding exceeds the amount of any damages that such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

The indemnity and contribution agreements contained in this Section 7 are in addition to any liability that the Indemnifying Parties may have to the Indemnified Parties and are not in diminution or limitation of the indemnification provisions included in the Purchase Agreement.

Section 8. Miscellaneous.

(a) Remedies. In the event of a breach by the Company or by a Holder of any of their obligations under this Agreement, each Holder or the Company, as the case may be, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. The Company and each Holder agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

(b) Prohibition on Other Registrations. The Company agrees (i) not to effect or initiate a registration statement for any public sale or distribution of any securities similar to those being registered pursuant to this Agreement, or any securities convertible into or exchangeable or exercisable for no such securities (other than a registration solely to implement an employee benefit plan pursuant to a registration statement on Form S -8 (or successor form), a registration statement on Form S -4 (or successor form) or a transaction to which Rule 145 or any other similar rule of the Commission is applicable), during the fourteen (14) calendar days prior to, and during the sixty (60) calendar-day period beginning on, the effective date of any Registration Statement in which the Holders of Registrable Securities are participating (except as part of any such registration, if permitted).

(c) Rule 144 Requirements. If, and for so long as, the Company is subject to the reporting requirements of the Exchange Act, the Company will use its commercially reasonable efforts to timely file with the Commission such reports and information required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the Commission thereunder and as the Commission may require.

(d) Obligations of Holders and Others in a Registration. Each Participating Holder agrees to timely furnish in writing such information regarding such Holder, the securities sought to be registered thereby and the intended method of disposition of the Registrable Securities held by it, as shall be reasonably be required to effect the registration of such Registrable Securities (the "Requested Information") and shall take such other action as the Company may reasonably request in connection with the registration, qualification or compliance or as otherwise provided herein. At least three (3) Business Days prior to the first (1st) anticipated filing date of a Registration Statement, the Company shall notify each Holder of the information the Company requires from such Holder if such Holder elects to have any of such Holder's Registrable Securities included in the Registration Statement. If at least three (3) Business Days prior to the filing date, the Company has not received the Requested Information from a Holder (a "**Non-Responsive Holder**"), then the Company may exclude from the Registration Statement the Registrable Securities of such Non-Responsive Holder.

(e) Limitations on Subsequent Registration Rights. The Company will not enter into any agreements with any holder or prospective holder of any securities of the Company which would grant such holder or prospective holder registration rights with respect to the securities of the Company which would have priority over the Registrable Securities with respect to the inclusion of such securities in any registration effected by the Company. If the Company enters into an agreement that contains terms more favorable, in form or substance, to any shareholders than the terms provided to the Holders under this Agreement, then the Company will modify or revise the terms of this Agreement in order to reflect any such more favorable terms for the benefit of the Holders.

(f) Compliance. Each Holder covenants and agrees that it will comply with the prospectus delivery requirements of the Securities Act as applicable to it (unless an exemption therefrom is available) in connection with sales of Registrable Securities pursuant to the Registration Statement and shall sell the Registrable Securities only in accordance with a method of distribution described in the Registration Statement.

(g) Discontinued Disposition. By its acquisition of Registrable Securities, each Holder agrees that, upon receipt of a notice from the Company of the occurrence of any event of the kind described in Sections 5(c)(ii) - (iv), such Holder will forthwith discontinue disposition of such Registrable Securities under a Registration Statement until it is advised in writing (the "Advice") by the Company that the use of the applicable Prospectus (as it may have been supplemented or amended) may be resumed. The Company may provide appropriate stop orders to enforce the provisions of this paragraph.

(h) No Inconsistent Agreements. Neither the Company nor any of its subsidiaries has entered, as of the date hereof, nor shall the Company or any of its subsidiaries, on or after the date hereof, enter into any agreement with respect to its securities, that would have the effect of impairing the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof

(i) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, or waived unless the same shall be in writing and signed by the Company and Holders of a majority of the then outstanding Registrable Securities; provided that any such amendment, modification, supplement or waiver that

materially, adversely and disproportionately effects the rights or obligations of any Holder vis-à-vis the other Holders shall require the prior written consent of such Holder.

(j) Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is delivered via facsimile or e-mail (provided the sender receives a machine-generated confirmation of successful facsimile transmission or e -mail notification or confirmation of receipt of an e-mail transmission) at the facsimile number or e-mail address specified in this Section prior to 5:00 p.m., Eastern time, on a Business Day, (b) the next Business Day after the date of transmission, if such notice or communication is delivered via facsimile or e-mail at the facsimile number or e-mail address specified in this Section on a day that is not a Business Day or later than 5:00 p.m., Eastern time, on any Business Day, (c) if sent by U.S. nationally recognized overnight courier service with next day delivery specified (receipt requested) the Business Day following delivery to such courier service, or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as follows:

If to Company:	NewtekOne, Inc. 4800 T Rex Avenue, Suite 120, Boca Raton, Florida 33431 Attention: Barry Sloane Telephone: (212) 356-9500 E-Mail: bsloane@newtekone.com
With a copy to:	NewtekOne, Inc. 4800 T-Rex Avenue, Suite 120, Boca Raton, Florida 33431 Attention: Michael Schwartz E-Mail: mschwartz@newtekone.com
If to the Investor:	Patriot Financial Partners IV, L.P. Four Radnor Corporate Center, Suite 210 100 Matsonford Road Radnor, PA 19087 Attention: Thomas Cestare E-mail: tcestare@patriotfp.com
With a copy to:	Troutman Pepper Hamilton Sanders LLP 600 Peachtree St NE Suite 3000 Atlanta, GA 30305 Attention: Brad R. Resweber Email: brad.resweber@troutman.com

(k) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. The Company may not assign its rights (except by merger or in connection with another entity acquiring all or substantially all of the Company's assets) or obligations hereunder without the prior written consent of all the Holders of the then outstanding Registrable Securities. The rights to have the Company register Registrable Securities

pursuant to this Agreement shall be automatically assigned by Registration Rights Purchaser to any transferee of the Shares only if: (a) the transferee or assignee (i) acquires Shares of the Registration Rights Purchaser's Registrable Securities with an original value as of the Closing Date of Five Million Dollars ($5,000,000) (provided that any automatic assignment pursuant to this Section 8.8(k) shall only apply to a maximum of two (2) separate transactions involving the transfer of Registrable Securities); (b) the Registration Rights Purchaser agrees in writing with the transferee or assignee to assign such rights, and a copy of such agreement is furnished to the Company within a reasonable period of time after such assignment; (c) the Company is, within a reasonable time after such transfer or assignment, furnished with written notice of (i) the name and address of such transferee or assignee and (ii) the securities with respect to which such registration rights are being transferred or assigned; (d) immediately following such transfer or assignment the further disposition of such securities by the transferee or assignee is restricted under the Securities Act and applicable state securities laws; and (e) at or before the time the Company received the written notice contemplated by clause (c) of this sentence the and such transferee or assignee agrees in writing with the Company to be bound by all of the provisions contained herein with respect to a Holder or Registration Rights Purchaser. In the event of any delay in filing or effectiveness of the Registration Statement as a result of such assignment by a Registration Rights Purchaser or its transferee, the Company shall not be liable for any damages arising from such delay.

(l) Execution and Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which when so executed shall be deemed to be an original and, all of which taken together shall constitute one and the same Agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature were the original thereof.

(m) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof that would cause the laws of another jurisdiction to apply. Each party agrees that all Proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement (whether brought against a party hereto or its respective Affiliates, employees or agents) shall be commenced on an exclusive basis in the New York Courts. Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the New York Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any Proceeding, any claim that it is not personally subject to the jurisdiction of any such New York Court, or that such Proceeding has been commenced in an improper or inconvenient forum. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any such Proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. **EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY**.

(n) Cumulative Remedies. Except as provided in Section 2(d) with respect to Liquidated Damages, the remedies provided herein are cumulative and not exclusive of any other remedies provided by law.

(o) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their good faith reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(p) Headings. The headings in this Agreement are for convenience only and shall not limit or otherwise affect the meaning hereof.

(q) Entire Agreement. This Agreement and the Purchase Agreement constitute the entire agreement among the parties hereto with respect to the subject matter hereof. There are no restrictions, promises, warranties or undertakings, other than as set forth or referred to herein and in the Purchase Agreement. This Agreement supersedes all prior agreements and understandings among the parties hereto with respect to the subject matter hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

NEWTEKONE, INC.

By: /s/ Barry Sloane
Name: Barry Sloane
Title: Chief Executive Officer and President

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

PATRIOT FINANCIAL PARTNERS IV, L.P.

By: /s/ Thomas Cestare
Name: Thomas Cestare
Title: Partner

PATRIOT FINANCIAL PARTNERS PARALLEL IV, L.P.

By: /s/ Thomas Cestare
Name: Thomas Cestare
Title: Partner