IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

THE LOAN SOURCE INC. and THE 1993 STEVEN D. KRAVITZ FAMILY TRUST, Plaintiffs, v. ACAP SME, LLC, Defendant.	
ACAP SME, LLC, Counterclaim Plaintiff, v. THE LOAN SOURCE INC. and THE 1993 STEVEN D. KRAVITZ FAMILY TRUST, Counterclaim Defendants.	Civil Action No. 22-1255-GBW

ORDER

At Wilmington, this 15th day of September, 2026, **IT IS HEREBY ORDERED** as follows:

1. The Court concludes that Defendant ACAP SME, LLC ("ACAP") did not breach the OPEX Adjustment in the First Amendment to the Amended & Restated Stock Purchase Agreement ("A&R SPA").

2. The Court concludes that ACAP did not materially breach the A&R SPA by failing to fund the Break-Up Fee.

3. The Court concludes that Plaintiffs The Loan Source Inc. ("TLS") and The 1993 Steven D. Kravitz Family Trust (the "Trust") (collectively, "Plaintiffs") are not entitled to the Break-Up Fee.

4. The Court concludes that Plaintiffs are entitled to the NECB Line.

5. The Court concludes that ACAP is not entitled to reimbursement of the alleged overdistribution under the Correspondent Agreement.

6. Within seven (7) days of this Order, the parties shall meet and confer and submit a proposed form of judgment consistent with this Opinion.

GREGORY B. WILLIAMS
UNITED STATES DISTRICT JUDGE